



C0070012
Incoming
#4410
K

November 6, 2013

Daron R. Haddock
Coal Program Manager
Utah Division of Oil, Gas & Mining
1594 W North Temple, Suite 1210
Salt Lake City, Utah 84116

RECEIVED

NOV 08 2013

DIV. OF OIL, GAS & MINING

Dear Mr. Haddock;

RE: Wellington Prep Plant

CB&I, formerly Shaw Environmental, Inc., is presenting the final permit transfer application on behalf of Price River Terminal, LLC (PRT). The application includes:

- Chapter 1 of the Mining and Reclamation Plan which includes the executed purchase and sale agreement and special warranty deed conveying ownership of the Wellington property from NEICO to PRT.
- Signed reclamation agreement which includes the letter of credit, liability insurance and affidavit of qualification.

Please let me know if you have any questions or require additional information at this point. I can be reached via email at Michael.jennings@cbi.com or at 970-988-9371.

Sincerely,

CB&I (Shaw Environmental, Inc.)

A handwritten signature in black ink that reads "Michael Jennings".

Michael Jennings
Project Manager

Enclosures: Chapter 1 of the Mining and Reclamation Plan
Reclamation Agreement

APPLICATION FOR COAL PERMIT PROCESSING

Permit Change ☐ New Permit ☐ Renewal ☐ Exploration ☐ Bond Release ☐ Transfer ☒

Permittee: Price River Terminal, LLC

Mine: Wellington Preparation Plant

Permit Number: C/007/012

Title: Transfer of Ownership

Description, Include reason for application and timing required to implement:

PRT has an agreement to purchase the Wellington facility from NEICO and requests transfer of permit to PRT

Instructions: If you answer yes to any of the first eight questions, this application may require Public Notice publication.

- ☐ Yes ☒ No 1. Change in the size of the Permit Area? Acres: _____ Disturbed Area: _____ ☐ increase ☐ decrease.
- ☐ Yes ☒ No 2. Is the application submitted as a result of a Division Order? DO# _____
- ☐ Yes ☒ No 3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
- ☐ Yes ☒ No 4. Does the application include operations in hydrologic basins other than as currently approved?
- ☐ Yes ☒ No 5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
- ☒ Yes ☐ No 6. Does the application require or include public notice publication?
- ☒ Yes ☐ No 7. Does the application require or include ownership, control, right-of-entry, or compliance information?
- ☐ Yes ☒ No 8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
- ☐ Yes ☒ No 9. Is the application submitted as a result of a Violation? NOV # _____
- ☐ Yes ☒ No 10. Is the application submitted as a result of other laws or regulations or policies?

Explain: _____

- ☒ Yes ☐ No 11. Does the application affect the surface landowner or change the post mining land use?
- ☐ Yes ☒ No 12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
- ☐ Yes ☒ No 13. Does the application require or include collection and reporting of any baseline information?
- ☐ Yes ☒ No 14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
- ☐ Yes ☒ No 15. Does the application require or include soil removal, storage or placement?
- ☐ Yes ☒ No 16. Does the application require or include vegetation monitoring, removal or revegetation activities?
- ☒ Yes ☐ No 17. Does the application require or include construction, modification, or removal of surface facilities?
- ☐ Yes ☒ No 18. Does the application require or include water monitoring, sediment or drainage control measures?
- ☐ Yes ☒ No 19. Does the application require or include certified designs, maps or calculation?
- ☐ Yes ☒ No 20. Does the application require or include subsidence control or monitoring?
- ☐ Yes ☒ No 21. Have reclamation costs for bonding been provided?
- ☐ Yes ☒ No 22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
- ☐ Yes ☒ No 23. Does the application affect permits issued by other agencies or permits issued to other entities?
- ☐ Yes ☒ No 24. Does the application include confidential information and is it clearly marked and separated in the plan?

Please attach three (3) review copies of the application. If the mine is on or adjacent to Forest Service land please submit four (4) copies, thank you. (These numbers include a copy for the Price Field Office)

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

Timothy P Stanley President

Print Name

Position

Date

Signature (Right-click above choose certify then have notary sign below)

Subscribed and sworn to before me this 16th day of November, 2013

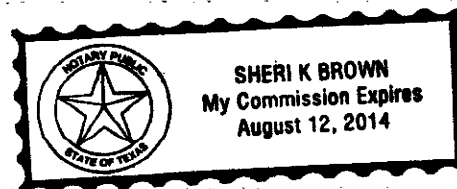
Notary Public: Sheri K. Brown, state of Texas

My commission Expires: 8/12/14

Commission Number: _____

Address: 3215 West 4th St.

City: Fort Worth State: TX Zip: 76107



For Office Use Only:

Assigned Tracking Number:

Received by Oil, Gas & Mining

APPLICATION FOR COAL PERMIT PROCESSING

Mine: Wellington Preparation Plant

Permit Number:

Title: Transfer of Ownership

Provide a detailed listing of all changes to the Mining and Reclamation Plan, which is required as a result of this proposed permit application. Individually list all maps and drawings that are added, replaced, or removed from the plan. Include changes to the table of contents, section of the plan, or other information as needed to specifically locate, identify and revise the existing Mining and Reclamation Plan. Include page, section and drawing number as part of the description.

DESCRIPTION OF MAP, TEXT, OR MATERIAL TO BE CHANGED

[illegible]

Received by Oil, Gas & Mining

CHAPTER 1

R645-301-100

LEGAL, FINANCIAL, OWNERSHIP & COMPLIANCE

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

INTRODUCTION AND EXECUTIVE SUMMARY

1.00 Introduction and Brief History

The Wellington Preparation Plant is located in Carbon County, Utah in portions of Sections 8, 9, 10, 15, 16 and 17, Township 15S, Range 11 E, SLBM. Elevation at the Wellington Plant is approximately 5,300 - 5,500 feet above sea level, with mean annual precipitation of six to eight inches. The site lies primarily on gently rolling slopes of Mancos Shale and valleys of alluvial deposits and is characterized by salt desert shrub vegetation communities. The Union Pacific railroad passes through the site and the Price River also dissects the property. Historic land use of the area has been dominated by grazing of domestic livestock, wildlife habitat and limited crop production. About 400 acres within the property boundaries have been disturbed by coal cleaning and preparation operations since 1958.

The Plant was originally established in 1958 by United States Steel Corporation as a coal cleaning, preparation and loading facility. The Plant was in continuous operation until 1985 and was subsequently sold to Kaiser Coal Corporation in 1986. After the latter declared bankruptcy, the Plant was purchased through the court by Genwal Coal Company, a wholly owned subsidiary of Nevada Electric Investment Company (NEICO), in August 1989. The operator for Genwal was Castle Valley Resources(CVR).

Pursuant to a Joint Ownership & Operation Agreement dated as of July 1, 1991, and executed as of July 11, 1991, Intermountain Power Agency (IPA) and NEICO jointly owned certain coal and load out properties including portions of the Wellington Preparation Plant's permit area. By a Coal Sales and Loading Services Agreement dated July 1, 1991 and executed July 11, 1991, CVR agreed with IPA and NEICO to operate and maintain load out properties including the Wellington Preparation Plant.

Genwal later became the operator of the Joint Ownership land co-owned by NEICO and IPA. In other words, NEICO and IPA owned a portion of the area called "Joint Ownership Area" (approximately 120.2 acres). The operator at that time was Genwal. NEICO, however, was sole owner and operator of the remainder of the property (approximately 1579.6 acres).

NOV 12 2013

Pursuant to a Special Warranty Deed (dated January 11, 1995) IPA deeded to NEICO their interest in the Joint Ownership Area. A "Termination Agreement" between IPA and NEICO was signed simultaneously to sale NEICO's interest in the Crandall Canyon Project to Andalex Resources, Inc. (Genwal). Therefore NEICO has been sole owner and operator of the entire Wellington Preparation Plant property (ACT/007/012) since January 1995. No operations have been conducted at the property since 2004 and the plant was placed in temporary cessation in 2007.

Nevada Power Company merged with Sierra Pacific Resources (Reno) in July 1999. By 2012, Nevada Power Company became an operating affiliate of NV Energy, Inc, (NEICO is an affiliate of Nevada Power Company).

History of Operations at Wellington

From 1958 until 1985, the operation history of the property was that of receiving coal by rail, preparation of coal (coal cleaning), and shipping a blended product by rail. When Genwal Coal Company purchased the area that operation was terminated. The railroad load-out facility at Wellington then consisted of a much simplified flow of product. Coal was crushed at the mine site, transported by truck to the Wellington facility, temporarily stored on the ground, screened, and then loaded into waiting railcars.

The actual loading operation was part of a new system installed by Genwal Coal Company in September and October of 1989 and made operational during November of 1989. The new loading system used only one conveyor belt system of the old Kaiser/U.S. Steel preparation plant. The Wellington Loadout Facility was later used to only store and load coal. Following that, all transportation of coal from the mine and screening was discontinued.

In 1997 NEICO, designated Earthco as the Operator of the Wellington Preparation Plant. Earthco began reclamation of the site and by initiating a post-mining land use change to industrial. During this operation, all buildings and most structures west of the Price River were demolished and salvaged. The area was also graded in preparation for development of an industrial site. Later, additional clean-up and grading work was done in the same area under the direction of NEICO.

On the east side of the Price River, a modular coal fines wash plant, truck loadout, slurry tank, NW tailings impoundment and retention berm, power lines and above ground water and tailings pipelines was constructed to recycle the coal refuse from the slurry ponds area. The area to implement this process was leased by company called Covol Technologies. This use is entirely consistent with all previous activities that have occurred and been permitted in the past. Site grading, diversions and sediment control measures have been directed to control any runoff that may occur into the Lower Refuse Pond or into Alternative Sediment Control Areas (ASCA's) 4 & 5. The majority of the facilities are located on the previously disturbed Coarse Slurry Pile. A substation is located near the wash plant. The river pumphouse will not be refurbished to pump water. However, a pump was being installed in a supply well near the river pumphouse.

The type of equipment installed to process the coal fines includes conveyors, screens, hoppers, flotation columns, centrifuges, pumps, tanks, and cyclones. Construction was done in a phased manner to allow for some production of washed fines to begin while the final additions to the plant were made. The final reclamation design at the plant site on the Coarse Slurry Pile was consistent with the current reclamation plan. Covol's modular coal fines wash plant was idle for much of 1999. Another company, TechMat, LLC, signed a lease to resume these activities. Following cessation of the TechMat operations, the wash plant was dismantled, salvaged and the site was reclaimed in 2004. An office notice of temporary cessation was submitted to DOGM in 2007.

Since the cessation of operations NEICO has attempted to sale the property and in June 2013 announced intentions to transfer the property and mining permit to Price River Terminal, LLC (PRT). The Purchase and Sale Agreement between NEICO and PRT is presented in **Appendix A**.

Property Description and Acreage

The property description and applicable acreage of the current permit area is presented below.

The permit area is located at 6000 Wash Plant Road, City of Wellington, and Carbon County, Utah. A total of 1573.5 acres are current in the permit area. A property description of the permit area is given below.

Township 15 South, Range 11 East, Salt Lake Base and Meridian:

| | |
|------------|--|
| Section 8 | E1/2 SE1/4 (portions s. of Ridge Road), W1/2 SE1/4 (portions s. of Ridge Road; excl. portion n. of railroad tracks) |
| Section 9 | S1/2, portions of S1/2 N1/2, |
| Section 10 | W1/2 SW1/4 |
| Section 15 | W1/2 NW1/4 |
| Section 16 | All |
| Section 17 | E1/2 SE1/4 NE1/4 |

Wellington Preparation Plant Acreage

| | |
|--|--------|
| Undisturbed | 1307.8 |
| Total Disturbed/Bond (see Dwg. E9-3333) | 392.0 |
| Total Permit Acreage (see Dwgs. E9-3341 and E9-3333) | 1699.8 |
| Area Removed from Permit Area (north of Ridge Road) | 126.3 |
| Total of the Present Permit Area | 1573.5 |

Proposed Activities

PRT plans to operate a small section of the property in the northwest corner as a "Crude-by-Rail" transloading facility. Crude oil will be delivered to PRT by truck where it will be transferred from trucks to railcars for shipment to various crude oil refineries throughout the United States. Oil will be transferred with the use of three mobile loading racks. Future development of the transloading operations have been conceptualized in four phases. Because these plans are subject to change according to demand and economics, Phases I and II have been described in greater detail at this time. A site plan showing these phases and their location on the property is presented in **Appendix B**. No mining activities will be conducting in the section of the property dedicated to the transloading process.

Initial activities for the transloading operation include the regrading of the existing access road(s) leading from Ridge Road to the transloading area, placement of a mobile office trailer that will contain a break room and conference room, construction of a stormwater containment basin and minor rehabilitation of the rail tracks.

The Utah Division of Water Quality is requiring a separate Storm Water Permit and Pollution Prevention Plan (SWPPP) for the transloading operation. The containment basin and supporting diversion structures has been designed to keep stormwater and any releases from the transloading operation within that section of the property and separate from the rest of the site. The designs include criteria to meet the 10 year, 24 hour storm water runoff requirement. Designs and construction plans for the containment basin have been included in the SWPPP document as well as described in applicable sections of the MRP.

1.20 LEGAL/FINANCIAL/OWNERSHIP

IDENTIFICATION OF INTERESTS - (R645-301-112)

112.100 Identification of Permittee, Operator, and Owner

112.300 Names and Addresses of Officers, Directors

OWNER

Price River Terminal, LLC
3215 West 4th Street
Fort Worth, TX 76107
817-717-1000
Employer Identification Number: 46-3234994

As an LLC, Price River Terminal does not have any officers and is 84% owned by Global One Transport, Inc. There are no other entities with a greater than 10% ownership of Price River Terminal. Listed below are company information, including the officers and their ownership percentage of Global One.

Global One Transport, Inc.
3215 West 4th Street
Fort Worth, TX 76107
817-717-1000
Employer Identification Number: 20-1528722

| Global One Transport, Inc. Officers | | | |
|-------------------------------------|------------------------------|-----------|---------------------|
| Name | Title | Ownership | Date Position Began |
| Darrell D. Dial | Chairman and Treasurer | 25% | May 25, 2005 |
| Timothy P. Stanley | President and CEO | 25% | May 25, 2005 |
| Jason D. Dial | Vice President and Secretary | 25% | May 25, 2005 |
| Russell D. Dial | Vice President | 25% | May 25, 2005 |

OPERATOR

Watco Transloading, LLC
315 W 3rd Street
Pittsburgh, KS 66762
(620) 231-2230
Employer Identification Number: 27-0732018

INCORPORATED

NOTE: Watco Transloading, LLC will only be performing work related to the oil transloading process and will not be involved in any mining or reclamation activities.

| Watco Transloading, LLC Officers | | | |
|---|--|------------------|----------------------------|
| Name | Title | Ownership | Date Position Began |
| Richard B. Webb | Chief Executive Officer | None | September 11, 2009 |
| Terrance D. Towner | President | None | September 11, 2009 |
| Gary L. Lundy | Executive Vice-President, Secretary and Treasurer | None | September 11, 2009 |
| Arthur E. McKechnie, III | Executive Vice-President, Assistant Secretary and Chief Commercial Officer | None | March 15, 2013 |
| Craig R. Richey | Executive Vice-President, Assistant Secretary and General Counsel | None | September 11, 2009 |
| Rick D. Baden | Executive Vice-President, Assistant Secretary and Chief Operating Officer | None | September 11, 2009 |
| Matt McKenzie | Executive Vice-President, Assistant Treasurer and Chief Financial Officer | None | March 15, 2013 |
| Dan Smith | Senior Vice-President of Operations | None | March 15, 2013 |
| Tim Haas | Vice-President of Operations | None | March 15, 2013 |

The only entity with a greater than 10% ownership in Watco Transloading, LLC is Watco Holdings, Inc.

Watco Holdings, Inc.
315 W 3rd Street
Pittsburgh, KS 66762
(620) 231-2230
Employer Identification Number: 27-3775072

Below are listed the entities with a greater than 10% ownership in Watco Holdings, Inc.

Kaye Lynn Webb Grantor Retained Annuity Trust No. 1, under trust agreement dated December 30, 2009
Trustees: James B. Betterman and Richard B. Webb
2345 Grand Avenue Blvd, Suite 2200, Kansas City, MO 64108
EIN: 27-6558600

The Kaye Lynn Webb Irrevocable Trust of 2009, under trust agreement dated December 30, 2009
Trustees: James B. Betterman and Richard B. Webb
2345 Grand Avenue Blvd, Suite 2200, Kansas City, MO 64108
EIN: 27-6558570

Name(s) under which permittee and operator previously operated mining activities (R645-301-320):

Neither Price River Terminal, LLC; Global One Transport, Inc.; Watco Transloading LLC; nor Watco Holdings, Inc. have previously operated a mine or conducted mining activities within the past five years.

112.210 Name, Address & Telephone Number of Resident Agent:

Patrick D. Collins, Ph.D.
Mt. Nebo Scientific, Inc.
330 East 400 South, Suite 6
P.O. Box 337
Springville, UT 84663
(801) 489-6937

112.230 Abandoned Mine Land Reclamation Fee

The operator listed below will be responsible for the Abandoned Mine Reclamation Fee if "mining" occurs on the property and if this fee is still assessed for the type of mining that is proposed for future activities.

WATCO
315 W 3rd Street
Pittsburgh, KS 66762
(620) 231-2230
Employer Identification Number: 27-0732018

112.400 Pending, Current and Previous Coal Permits:

Permittee's Previous Coal Permits: Not Applicable

Owner's Previous Coal Permits: Not Applicable

112.500 Legal or Equitable Owners of Record

The legal or equitable owner of the areas to be affected by the surface operator and facilities of the permit applicant are:

PRT
3215 West 4th Street
Fort Worth, Texas 76107

112.510 The Holders of Record of Any Leasehold Interest in Areas to be Affected by Surface Operation of Facilities

MCI
136 East South Temple
University Club Bldg., Suite 2000
Salt Lake City, UT 84111

112.520 Owner of Coal Estate for the Mined Areas

Not applicable

112.600 Owners of Record of Surface Areas Within and Contiguous to the Permit Area:**Property Owners: Inside Permit Boundary**

NOTE: The parcels owned by Nevada Electric Investment Co. will be deeded to PRT upon closing of the property sale.

| <u>Name & Address</u> | <u>Parcel Number</u> | <u>Acres</u> |
|---|----------------------|--------------|
| Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001 | 02-2174 | 80.00 |
| Nevada Electric Investment Co. P.O. Box 10100 Reno, NV 89520-0000 | 02-1931-C | 413.95 |
| Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001 | 02-1664-3 | 80.00 |
| Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001 | 02-1664-4 | 523.86 |
| Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001 | 02-1664-5 | 203.80 |
| Nevada Electric Investment Co. 2835 S Jones Blvd Suite 5 Crandall Canyon Project Las Vegas, NV 89151-0001 | 02-1664-6 | 120.04 |
| Denver & Rio Grande Western Railroad Union Pacific Railroad Co. One market Plaza SP Bldg Property Tax Dept. Room 200 San Francisco, CA 94105-0000 | 2A-1690 | 6.07 |
| Wellington City P.O. Box 559 Wellington, UT 84524-0000 | 2-1944 | 0.88 |

Property Owners: Adjacent to Permit Boundary

| Name & Address | Parcel Number | Acres |
|--|---|-------------|
| Lee Ann C. P.O. Box 146 Mayfield, UT 84643-0000 | 2-1951-4 | 5.0 |
| Roger Brown 401 Catherine St. Steelton, PA 17113 | 2-1951 | 10.24 |
| Dee L. Hugely 845 N Castle Heights Dr. Price, UT 84501 | 2-1947 | 29.47 |
| Delbert K & Brenda Thayne 7488 E Highway 6 Price, UT 84501 | 2-2172 | 117.17 |
| United States of America Bureau of Land Management No Address listed | 2A-1656-10F Section 10, T15S, R11E, SLB&M | None listed |
| United States of America Bureau of Land Management No Address listed | 2A-1656-15F Section 15, T15S, R11E, SLB&M | None listed |
| United States of America Bureau of Land Management No Address listed | 2A-1656-22F Section 22, T15S, R11E, SLB&M | None listed |
| United States of America Bureau of Land Management No Address listed | 2A-1656-21F Section 21, T15S, R11E, SLB&M | None listed |
| United States of America Bureau of Land Management No Address listed | 2A-1656-10F Section 10, T15S, R11E, SLB&M | None listed |
| Utah State Institutional Trust Lands No Address listed | 2A-1656-20S Section 20, T15S, R11E, SLB&M | None listed |
| Birch Creek Limited Partnership Arrowwood Management Corp. 3225 McLeod Dr. Suite 100 Las Vegas, NV 89121 | 2A-9-A | 640.00 |

| | | |
|---|---|-------------|
| United States of America Bureau Of Land Management No Address listed | 2A-1656-8F Section 8, T15S, R11E, SLB&M | None listed |
| Emery Industrial Resources, Inc. 148 S. 100 E. Spanish Fork, UT 84660 | 2-1930-28 | 5.00 |
| Sharon Hansell ETAL P.O. Box 264 Riverton, UT 84065 | 2-1930-JB | 11.0 |
| Dale L. & Barbra H. Terry 1290 E 300 N Price, UT 4501 | 2-1930-5 | 94.83 |
| Wellington Mountaineer P.O. Box 921 Wellington, UT 84542 | 2-1946-1 | 5.10 |
| Carbon County Carbon County Clerk 120 East Main St. Price, UT 84501 | County Road #480 Ridge Road | None Listed |

112.610 The Holders of Record of Any Leasehold Interest in the Coal to be Mined

Not applicable

112.700 Mine Structures that require MSHA Numbers

Plant Refuse Pile - 1211-UT-09-00099-01
Clear Water Pond - 1211-UT-09-00099-02
Lower Refuse Pond - 1211-UT-09-00099-03
Upper Refuse Pond - 1211-UT-09-00099-04
Pond Refuse Pile - 1211-UT-09-00099-05

112.800

There are no outstanding interests in lands, options or pending bids on interests held or made by the applicant for lands which are contiguous to the areas to be covered by the permit.

VIOLATION INFORMATION (R645-301-113)

113.100 Compliance Information

Neither the permittee, operator, nor owner, nor any of their subsidiaries, affiliates or persons controlled by or under common control with the permittee has had a federal or state mining permit suspended or revoked in the last five years.

The permittee has not forfeited a performance bond or similar security deposited in lieu of bond in the past five.

113.200 Explanations of Suspensions, Revocations and Forfeitures

Not applicable

113.300 Violation Notices

No violation notices have been issued to the permittee in connection with any underground or surface coal mining activities for the past five-year period.

RIGHT OF ENTRY INFORMATION (R645-301-114)

114.100 Right of Entry and Operations Information

PRT's right of entry is based on legal ownership of the Wellington property as conveyed to PRT by NEICO on October 31, 2013 in the Special Warranty Deed, which is provided in **Appendix E**. The Deed contains a full description of the Property acquired. The right of entry is not subject to any pending litigation.

114.200

Not applicable

R645-301-115 STATUS OF UNSUITABILITY CLAIMS

115.100 Unsuitability Claims

The permit area is not within an area designated as unsuitable or under study as an area designated as unsuitable under R645-103-300, R645-103-400, or 30 CFR 769.

115.200

Not applicable

115.300 Distances From Dwellings and Public Road

As described in the key plan (**Appendix B**) the start of access road regarding will begin approximately 400 feet from the county road. The west rail yard reconfiguration in Phase II will take place approximately 500 feet from the county road. All other planned construction and operations will be at greater distances.

There are currently no residential dwellings on the property. The closest off property residential dwelling is approximately 1/2-mile north of the property.

R645-301-116 PERMIT TERM INFORMATION

The permit renewal date occurs on a 5-year basis.

116.100 Coal Mining and Reclamation Operations

PRT intends to begin the process of reclaiming the site within 18 months after closing on the property. Based on the preliminary analysis of the on-site coal material, provided to PRT by the Seller, we believe that there is an opportunity to remove a significant portion of this material from the site prior to performing the reclamation. This is obviously good for both the state and PRT. We intend to have the coal fines sampled and analyzed to determine what portion of the material is "saleable." We have been approached by several companies that are interested in purchasing some of this material once we have current quality data and we have also been approached by a local co-generation facility that is interested in removing the coal material for use in their facility. Based on the amount of material on site, we believe that it will take several years to remove all of the marketable material and complete the reclamation of the coal fines area.

PERSONAL INJURY AND PROPERTY DAMAGE INSURANCE (R645-301-117)

117.100 Certificate of Insurance

A Certificate of Liability Insurance has been issued to Price River Terminal with DOGM named as additionally insured. The coverage amounts of \$6 million for both each occurrence and general aggregate exceed the minimum insurance coverage requirements. A copy of the insurance certificate is presented in **Appendix C**.

117.200 Newspaper Advertisement and Proof of Publication

A copy of the Affidavit of Publication in the Sun Advocate is presented in **Appendix D**.

117.210 Statement by Operator

A statement by the owner, PRT, agreeing to comply with appropriate requirements will be provided upon closing of the property sale.

Appendix A

Purchase and Sale Agreement

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

This Purchase and Sale Agreement (the "Agreement") is made and entered by and between Nevada Electric Investment Company, a Nevada corporation, (referred to as either "Seller" or "NEICO") and Price River Terminal, LLC, a Texas limited liability company ("Buyer"). Seller and Buyer are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. As referenced throughout this Agreement, the "Wellington Property" consists of Seller's rights in and to the surface estate to approximately 1,535 acres of land, more particularly described on Exhibit A attached hereto, together with appurtenant water rights (if any), rights-of-way, surface improvements, waste coal or coal fines, and mineral rights (if any) included with the Wellington Property owned by Seller. The mineral estate of the Wellington Property has, in general, been previously segregated from the title to the surface estate of the Wellington Property and, therefore, is not included in the transfer of title to the Wellington Property. The Wellington Property is also subject to Seller's reservation of a springing easement and right-of-way and subject to other easements and encumbrances of record, visible upon the Wellington Property, or enforceable in law or in equity, as addressed herein.

B. The Wellington Property is potentially in need of mine reclamation and/or environmental remediation prior to or in conjunction with development. Pursuant to Environmental and Reclamation Laws (as defined in Section 1.1 below), Seller may be potentially responsible, along with other former owners and operators, for Environmental and Reclamation Liabilities. Therefore, Seller desires to be protected against any such exposure and against any liability that may be incurred after the Closing as a result of Environmental and Reclamation Liabilities on the Wellington Property, and Buyer is willing to provide such protection.

C. Seller desires to convey the Wellington Property to Buyer and agrees to accept Buyer's assumption of all potential Environmental and Reclamation Liabilities whether arising before or after the date of this Agreement and certain other Buyer obligations as consideration for this conveyance, in accordance with the terms and conditions of this Agreement.

D. Buyer desires to acquire the Wellington Property from Seller and agrees to assume all potential Environmental and Reclamation Liabilities and perform certain other obligations as consideration for this conveyance, in accordance with the terms and conditions of this Agreement.

E. As part of the consideration for this transaction, Buyer agrees to purchase certain insurance policies to provide coverage for the aforementioned Environmental and Reclamation Liabilities assumed by Buyer in accordance with the terms and conditions of this Agreement.

F. Global One Transport, Inc., a Texas corporation, ("Global"), the Managing Member of Buyer, and Seller have signed a non-binding Letter of Intent dated August 13, 2012 ("Letter of Intent") in regard to this Agreement, and Global, on behalf of Buyer, has paid Seller ten thousand US dollars (\$10,000) which constitutes fifty percent (50%) of the non-refundable

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Transactional Fee (as defined in the Letter of Intent) to Seller for the cost to provide certain information to Buyer pursuant to that Letter of Intent.

G. At the execution of this Agreement, Global, on behalf of Buyer, will pay Seller a non-refundable \$10,000 USD cash Transaction Fee for Seller's costs of the sale of the Wellington Property to Buyer.

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
CONSIDERATION**

1. **PURCHASE AND SALE.** Buyer agrees to purchase and Seller agrees to sell the Wellington Property for the following Consideration to be paid by Buyer to Seller for the acquisition of the Wellington Property, in accordance with the terms and conditions of this Agreement. The consideration for such purchase and sale (the "Consideration") consists of the following:

1.1 **Assumption of Environmental and Reclamation Liabilities.** As Consideration for Buyer's acquisition of the Wellington Property, Buyer shall accept and assume all Environmental and Reclamation Liabilities, under Environmental and Reclamation Laws, including, without limitation, all environmental remediation and mining reclamation obligations, costs, permits, reclamation plans, and responsibilities required by any governmental agency, at present or in the future, upon or associated with the Wellington Property.

For purposes of this Agreement, "Environmental and Reclamation Liabilities" means costs, penalties, permits, liabilities or other obligations associated with mine reclamation and/or environmental remediation (including associated environmental investigation, characterization and monitoring activities) of the Wellington Property before and after the sale of the Wellington Property and tort liabilities for damages or injuries to third parties arising from or in connection with the Wellington Property.

For purposes of this Agreement, "Environmental and Reclamation Laws" shall mean all federal, state, district, and local laws, all rules or regulations promulgated thereunder, and all orders, consent orders, judgments, notices, permits, injunctions or demand letters issued, promulgated or entered pursuant thereto, relating to pollution or protection of the environment or mined land reclamation, including without limitation (i) laws relating to emissions, discharges, releases or threatened releases of hazardous substances, pollutants, contaminants, chemicals, materials, wastes or other substances into the environment; (ii) laws relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, recovery, transport or other handling of hazardous substances, pollutants, contaminants, chemicals, industrial materials, wastes, or other substances; (iii) laws relating to mined land reclamation; and (iv) statutory and common laws relating to toxic torts, including nuisance, trespass, negligence, waste, and personal injury. Environmental and Reclamation Laws shall include,

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*; the Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. 1201 *et seq.*; the Utah Mined Land Reclamation Act, Utah Code Ann. § 40-8-1 *et seq.*; the Utah Coal Mining and Reclamation Act, Utah Code Ann. § 40-10-1 *et seq.*; and all existing and future amendments to those statutes.

Buyer shall employ, at a minimum, the following means of protecting Seller from, and assuming responsibility for, the Environmental and Reclamation Liabilities: (a) Buyer's acceptance of Seller's assignments, as approved by the appropriate governmental agencies, of all permits applicable to the Wellington Property; (b) Buyer's replacement of Seller's reclamation surety bond with the Utah Division of Oil, Gas, and Mining (DOGM) on the Wellington Property in order that Seller's reclamation bond and Seller's mine reclamation obligations be released by DOGM; (c) Buyer's obtaining and maintaining the Commercial General Liability Insurance Policy (the "Commercial General Liability Insurance") as defined in Section 1.1(C) below; and (d) Buyer's obtaining and maintaining the Pollution Liability Insurance Policy as defined in Section 1.1(D) below. These four components of Buyer's assumption of the Environmental and Reclamation Liabilities are more fully described as follows:

(A) Approved Assignments of Permits. Buyer will obtain written approvals from the applicable governmental agencies for Seller's assignment to Buyer of all permits and Buyer's acceptance from Seller of the following permits applicable to the Wellington Property:

- (1) Non-Federal Permit No. C/007/0012 issued by DOGM for the Wellington Property;
- (2) Air Quality Permit DAQE-997-92, including that Approval Order (AO) issued October 28, 1992, by the Utah Division of Air Quality for the Wellington Property;
- (3) Utah Pollutant Discharge Elimination System Permit No. UTG040010 issued by the Utah Division of Water Quality for the Wellington Property;
- (4) Dam Permits/Approvals issued by the Utah Division of Water Rights for structures on the Wellington Property;
- (5) Mine Safety and Health Administration (MSHA) permits issued by MSHA for the Wellington Property, including Permit No. 1211-UT-09-00099-01-05; and
- (6) Any other permits relating to the Wellington Property or Seller's use of the Wellington Property.

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Buyer will obtain the appropriate agency's written approval for each assignment of permit, pursuant to the applicable statutory and regulatory requirements (including requirements for notice and publication) for that permit from each governmental agency. The governmental approvals required in this Section 1.1(A), along with the documents required in Section 1.1(B), shall hereinafter be collectively referenced as the "Governmental Approvals." Buyer's obtaining these Governmental Approvals is a condition precedent to Closing, and if such approvals have been obtained, such Governmental Approvals shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended. In the event Buyer has applied for such Governmental Approvals within thirty (30) days after the Effective Date of the Agreement but has not obtained any such Governmental Approvals by the end of the Due Diligence Period, as extended, for any reason, this Agreement shall automatically terminate, unless extended in writing by the Parties.

(B) Replacement Reclamation Bond. On or before the last day of the Due Diligence Period, as extended, Buyer will obtain a commitment from a surety acceptable to DOGM that at the Closing such surety will issue an appropriate replacement surety bond payable to DOGM for the Wellington Property, in order to replace Seller's mine reclamation surety bond in the approximate amount of four million one hundred and forty-two thousand dollars and no cents (\$4,142,000.00). Also on or before the last day of the Due Diligence Period, as extended, Buyer will obtain written confirmation of DOGM's acceptance of Buyer's replacement bond and DOGM's commitment to release Seller's surety bond and release any liability of Seller in regard to mine reclamation of the Wellington Property upon the issuance of such bond. Seller will use its commercially reasonable efforts to assist Buyer in obtaining the approvals, bonds and confirmations in accordance with this Section. Proof of Buyer's replacement mine reclamation surety bond, DOGM's written acceptance of Buyer's replacement reclamation bond, and DOGM's written release of Seller's surety bond and release of Seller from mine reclamation responsibility, are documents that shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended, and are conditions precedent to Closing.

(C) Commercial General Liability Insurance Policy. As a condition precedent to Closing, Buyer will obtain, pay the premium for, and add Seller and its parent company "Nevada Power Company d/b/a NV Energy" as additional insureds to a Commercial General Liability Insurance policy (the "Commercial General Liability Insurance Policy") having coverage requirements reasonably acceptable to Seller with the following minimum requirements:

- (1) Commercial general liability insurance coverage, with a combined \$6 Million single limit for each occurrence and \$6 Million annual aggregate, which limits may be met by acquiring an umbrella policy, with such coverage remaining in place for a period of twenty (20) years from the closing; and
- (2) Inclusion of the requirements listed in Section 1.1(E) below.

A copy of the Commercial General Liability Insurance policy shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

(D) Pollution Legal Liability Insurance Policy. In addition, as a condition precedent to Closing, Buyer will obtain at its sole cost and expense, pay the premium for, and add Seller and its parent company "Nevada Power Company d/b/a NV Energy" as additional insureds under, a pollution legal liability insurance policy (the "Pollution Liability Insurance Policy") with coverage requirements reasonably acceptable to Seller, covering the surface conditions, soil, soil vapor, surface water, groundwater and air quality throughout the Wellington Property, including the Wellington Preparation Plant, as well as the permitted portions of the Wellington Property. At a minimum, the Pollution Liability Insurance Policy will have a per incident limit of not less than \$10 Million including defense costs and recoverable costs. The initial policy term will be for five (5) years for new conditions and ten (10) years for preexisting conditions and will be renewed for additional five (5)-year terms, as commercially available, for the lesser of twenty (20) years or until Seller, or its successors or assigns, provides written consent that the policy may be discontinued. The Pollution Liability Insurance Policy must cover:

- (1) bodily injury, property damage and remediation costs resulting from a preexisting or new pollution incident on, under or migrating beyond the boundaries of the Wellington Property;
- (2) cleanup costs, property damage, and bodily injury resulting from pollution conditions originating within the boundaries of the Wellington Property that extend beyond the boundaries of the Wellington Property or at an off-site location resulting from pollution transported from the Wellington Property except that Buyer shall not be responsible for pollution resulting from any material transported from the Wellington Property by NEICO prior to the Closing Date; and
- (3) liability arising in connection with any remediation activities from the loading and unloading of vehicles, and transportation both on and off site.

The Pollution Liability Insurance Policy shall also cover defense costs, charges and expenses associated with defending a pollution-related claim, whether or not such claim is meritorious, and shall contain re-opener coverage in the event of a change in standards. The form of the Pollution Liability Insurance Policy, the company issuing the Pollution Liability Insurance Policy, and all of the matters with respect to the adequacy of protection shall be subject to the prior and continuing approval of Seller. Such Pollution Liability Insurance Policy shall include provisions (x) prohibiting Buyer from making changes to, or canceling, the policy without Seller's prior written approval, (y) providing that all deductibles or self-insured retention shall be paid by Buyer, and that Seller will have no obligation with respect thereto, and (z) having an endorsement providing Seller with the same rights, but not the obligations, of the first-named insured, and having such other endorsements as reasonably requested by Seller. Seller shall not be given less than thirty (30) days prior written notice from insurer by registered mail of any proposed cancellation or change that affects the coverage, and any certificate deposited with Seller shall recite such provision. If, at any time, the company issuing the Pollution Liability Insurance Policy can no longer provide such insurance, Buyer will use commercially reasonable efforts to replace such policy with a policy containing the same coverage prior to the termination of the original Pollution Liability Insurance Policy.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

A copy of the Pollution Liability Insurance Policy shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

(E) Additional Insurance Requirements. Both the Commercial General Liability Insurance and Pollution Liability Insurance Policy (collectively, the “Insurance Policies”) must meet the following requirements: the insurance policies will be with an insurer approved to do business in the State of Utah, is A.M. Best Company A-rated or better (See www.ambest.com), and will include the following provisions or endorsements:

- (1) Naming both “Nevada Electric Investment Company” and its parent company “Nevada Power Company d/b/a NV Energy” as additional insureds;
- (2) Stating that the insurance is primary insurance with respect to Seller’s interest and that any insurance maintained by Seller is excess and not contributory insurance;
- (3) Providing Seller with subrogation waivers on all coverage;
- (4) Providing for separation-of-insured for cross liability coverage in the Commercial General Liability Insurance policy; and
- (5) If any policy is maintained on an “occurrence” form and is converted to a “claims made” form, the new policy will be endorsed to provide coverage back to a retroactive date reasonably acceptable to Seller; and
- (6) Buyer must give thirty (30) days prior written notice to Seller before the above insurance expires, is cancelled, or undergoes a material change and Buyer shall endeavor to provide a certificate deposited with Seller to recite this provision.

These insurance requirements will be referenced in the Special Warranty Deed so that they will run with the Wellington Property and any assignment, transfer or conveyance of the Wellington Property by Buyer will not extinguish Buyer’s obligation to ensure Seller is maintained as an additional insured on these insurance policies. If Buyer’s assignee, transferee or grantee of the Wellington Property does not maintain Seller as an additional insured under these policies, Buyer must provide and maintain the coverage requirements.

On or before the last day of the Due Diligence Period, as extended, Buyer shall also deposit with the Escrow Agent a sum equal to the amount necessary to pay the premiums for the Insurance Policies for the maximum periods of time required herein (the “Insurance Premium Escrow”) to be held in Escrow, which sum shall be used by Escrow Agent to pay the premiums in order to renew the insurance policies, if such premiums are not otherwise paid by Buyer or Buyer’s grantees, or to otherwise pay related costs. The initial amount of the Insurance Premium

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Escrow shall be calculated by (a) multiplying the annual premium paid by Buyer for the Commercial General Liability Insurance Policy for the first year, as shown by Buyer's paid invoice, by nineteen (19), (b) adding the ten-year premium paid by Buyer for the Pollution Liability Insurance Policy, as shown by Buyer's paid invoices, and (c) adding Escrow Agent's fees for administering the Insurance Premium Escrow for twenty years. Buyer and Seller may agree in writing to reduce the amount of the Insurance Premium Escrow to equal the amount necessary to pay the premiums for the Insurance Policies for the remainder of the periods of time required and to pay Escrow Agent's fees for administering the Insurance Premium Escrow. If Buyer and Seller agree to a reduction, they will sign and deliver supplemental instructions to Escrow Agent, specifying the modified amount of the Insurance Premium Escrow.

The Escrow Agent shall hold the Insurance Premium Escrow in an interest-bearing account and any interest accrued thereon may also be used to pay the premiums for renewal of the insurance policies. On or before the last day of the Due Diligence Period, as extended, Buyer shall also provide Escrow Agent and Seller with a schedule for future payments of premiums for the Insurance Policies. Buyer further agrees, for the twenty (20) year period following the Closing, to provide Escrow Agent and Seller with copies of proof of Buyer's payments for all future premiums for the Insurance Policies at least twenty (20) days prior to the deadline for payment of each premium. If such proof of Buyer's payment is not received by Escrow Agent and Seller at least twenty (20) days prior to the deadline for payment of such premium, then Escrow Agent shall, at the direction of Seller and with notice to Buyer, pay such insurance premium from the Insurance Premium Escrow.

At the end of twenty years from the date of the Closing, the remainder of the Insurance Premium Escrow together with any accrued interest, which has not been used to pay insurance premiums, shall be refunded by the Escrow Agent to the Buyer. If, during the 20-year period, the amount held by the Escrow Agent in the Insurance Premium Escrow is not sufficient to pay the premiums to renew the insurance policies or to otherwise pay related costs (and the foregoing is not otherwise paid by Buyer or Buyer's grantees), Escrow Agent, at the direction of Seller, may invoice Buyer or Buyer's grantees for the then-due amount and Buyer or Buyer's grantees shall pay that invoice within thirty (30) days of receipt of the particular invoice.

In lieu of the aforementioned Insurance Premium Escrow, Buyer, at its sole discretion, may establish an irrevocable standby letter of credit from a federally secured financial institution with a credit rating of "A" or better by Standard & Poor's and Moody's and in a form reasonably acceptable to Seller ("Premium Letter of Credit") in the amount of the Insurance Premium Escrow for the twenty-year period. This Premium Letter of Credit would be available to Escrow Agent in the event Buyer did not make insurance premium payments pursuant to the terms and conditions of this Agreement.

During the Due Diligence Period, the Parties will identify a mutually acceptable agent to administer the Insurance Premium Escrow, which agent is referenced in this Section as the "Escrow Agent." The agent to administer the Insurance Premium Escrow could be the Escrow Agent, as defined in Section 6.1 of this Agreement, a bank, or another fiduciary institution acceptable to the Parties.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

(F) Certificates of Insurance. Buyer's obtaining the Insurance Policies is a condition precedent to the Closing, and a copy of the Insurance Policies, the paid invoices for insurance premiums for the insurance policies, the schedule for premium payments, and the certificates of insurance for the Insurance Policies (hereinafter collectively referenced as the "Certificates of Insurance") shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

1.2 Indemnification for Environmental and Reclamation Liabilities. From and after Closing, Buyer agrees to indemnify, defend and hold harmless Seller and its parent company, Nevada Power Company d/b/a NV Energy, and their affiliates, employees, agents, officers, successors and assigns, from and against any claim, suit, cause of action, demand, damages, costs, or liability in any way arising out of or connected with actual or potential Environmental and Reclamation Liabilities whether such liabilities or the act or omission giving rise to such liabilities (a) arose before or arise after Closing, (b) are known or unknown and (c) arose or arise under any federal, state, district, or local law, any rule or regulation promulgated thereunder, and any order, consent order, judgment, notice, permit, injunction or demand letter issued, promulgated or entered pursuant thereto (collectively, "Laws"), including but not limited to Environmental and Reclamation Laws.

**ARTICLE II
ENVIRONMENTAL CONDITION OF THE WELLINGTON PROPERTY**

2.1 "As Is" and "Where Is" Condition of the Wellington Property. Buyer acknowledges that Seller may not have complete knowledge of the physical and economic characteristics of the Wellington Property. Buyer is relying upon its own expertise and upon its own investigation of the Wellington Property, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation or by prior investigations or studies. Seller has not, does not, and will not make any warranties or representations with respect to the Wellington Property. Seller makes no representation or warranty with respect to the use, condition, occupation or investigation of the physical and environmental condition of the Wellington Property, including subsurface conditions. Seller specifically disclaims any implied warranties or warranties arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability, or fitness for a particular purpose or use. Seller has not, does not, and will not make any representation or warranty with regard to (a) compliance of the Wellington Property with any Environmental and Reclamation Laws, land use laws, or any other Law including, but not limited to, those pertaining to mine reclamation or the handling, generating, treating, storing or disposing of any hazardous materials, (b) permits required to perform activities on the Wellington Property or (c) any other matter whatsoever pertaining to the Wellington Property. The above notwithstanding, Seller does hereby represent and warrant that, as of the Closing Date and in accordance with Section 3.4, it has made available or provided Buyer with copies of all non-public, non-privileged documents reasonably available to Seller regarding claims and violations during the past ten (10) years relating to the Wellington Property. Buyer acknowledges that, notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the purchase and sale of the Wellington Property and

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. Buyer acknowledges and agrees that the Wellington Property is to be sold to and accepted by Buyer in an "as is, where is" condition with all faults.

2.2 Buyer's Release of Seller. From and after Closing, Buyer, for itself, its successors or assigns, hereby waives, releases, remises, acquits and forever discharges Seller, its parent company, Nevada Power Company d/b/a NV Energy, their affiliates, employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Wellington Property (including without limitation, any contamination in, on, under or adjacent to the Wellington Property by any hazardous or toxic substance or material), or any applicable Environmental and Reclamation Laws.

**ARTICLE III
DUE DILIGENCE**

3.1 The Due Diligence Period. Buyer will have an initial due diligence period (the "Due Diligence Period") of one hundred and twenty (120) days from the Effective Date of this Agreement in which to investigate the Wellington Property and obtain the required Governmental Approvals and commitments for the Insurance Policies. The Due Diligence Period will be extended an additional sixty (60) days, up to a total Due Diligence Period of one hundred and eighty (180) days (the "Due Diligence Period, as extended"), but only upon proof that Buyer has filed applications to obtain the required Governmental Approvals with the appropriate governmental agencies and that Buyer is awaiting the agencies' responses and approvals. If, by the last day of the Due Diligence Period, as extended, Buyer has not received written commitments from applicable government agencies to issue the Governmental Approvals and from the applicable insurers to issue the Insurance Policies at the Closing, this Agreement shall automatically terminate, unless extended in writing by the Parties.

3.2 Physical Non-Invasive Review of Wellington Property.

(A) Right to and Limited Scope of Non-Invasive Inspection. During the Due Diligence Period, as extended, Buyer will be afforded the opportunity to make non-invasive inspections of the Wellington Property, such as walking the Wellington Property, as Buyer deems appropriate or necessary. If Buyer takes photographs of the Wellington Property it shall (at its sole cost) provide Seller with a copy of each photograph in a form(s) acceptable to Seller within five (5) business days of taking the photograph. All non-invasive inspections shall be performed at the sole cost and expense of Buyer and shall be performed so as to prevent any damage to the Wellington Property and not interfere with Seller's use of the Wellington Property.

(B) Releases. Before entering the Wellington Property, each representative of Buyer who participates in the non-invasive review must sign and deliver to Seller a release in the form attached to this Agreement as Exhibit B.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

(C) Indemnity. Buyer further agrees to defend, indemnify and hold harmless (1) Seller and (2) the directors, officers, shareholders, employees, partners, members, managers, agents, contractors, subcontractors, lessees, mortgagees, trustees, successors, assigns and invitees of Seller (and of Seller's affiliates and parent) from and against all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses (including the expense of investigation and defense of any claim, whether or not such claim is ultimately defeated, or the amount of any good faith settlement or judgment arising from any such claim) of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable (including without limitation reasonable attorneys' fees and disbursements and consultants' fees) that are caused by the negligence or willful misconduct of Buyer or Buyer's representative(s) arising out of Buyer's entry and activities during non-invasive inspections on the Wellington Property during the Due Diligence Period, as extended, regardless of when such claims, liabilities or expenses arise or otherwise become known by Seller. The Parties agree that such indemnification shall continue in full force and effect notwithstanding termination of this Agreement. If an action is commenced against Seller in connection with Buyer's non-invasive inspection of the Wellington Property pursuant to the liabilities assumed by Buyer under this Section, Seller is entitled to make Buyer a party to the action for the purpose of enforcing this Section. Seller reserves the right to retain an attorney(s) of its own choosing while maintaining the right of indemnity from Buyer for these attorney(s) fees, expenses and claim-related costs. For purposes of Seller's enforcement of this indemnity only, Buyer expressly waives all immunity given to it under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with its indemnification obligations under this Section.

3.3 Physical Invasive Review of Wellington Property. If Buyer desires to perform any invasive sampling and testing of the air, soil, surface water or groundwater of the Wellington Property, Buyer must first obtain Seller's written approval for the scope of work by completing and submitting an Investigation and Sampling Request Form, the form of which is attached hereto as Exhibit C, to Seller. Buyer's written sampling plan must be approved by Seller, and Seller's representative must also accompany Buyer upon Buyer's entry onto the Wellington Property. All studies and tests of the Wellington Property shall be performed at the sole cost and expense of Buyer and shall be performed so as to prevent any damage to the Wellington Property and not interfere with Seller's use of the Wellington Property. Buyer further agrees to defend, indemnify and hold harmless (a) Seller and (b) the directors, officers, shareholders, employees, partners, members, managers, agents, contractors, subcontractors, lessees, mortgagees, trustees, successors, assigns and invitees of Seller (and of Seller's affiliates and parent) from and against all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses (including the expense of investigation and defense of any claim, whether or not such claim is ultimately defeated, or the amount of any good faith settlement or judgment arising from any such claim) of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable (including without limitation reasonable attorneys' fees and disbursements and consultants' fees) that are caused by the activities, negligence or willful misconduct of Buyer or Buyer's representative(s) arising out of Buyer's entry and activities during invasive inspections on the Wellington Property during the Due Diligence Period, as extended, regardless of when such claims, liabilities or expenses arise

INCORPORATED

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

or otherwise become known by Seller. The Parties agree that such indemnification shall continue in full force and effect notwithstanding termination of this Agreement. If an action is commenced against Seller in connection with Buyer's invasive inspections of the Wellington Property pursuant to the liabilities assumed by Buyer under this Section, Seller is entitled to make Buyer a party to the action for the purpose of enforcing this Section. The duty to indemnify includes without limitation attorneys' fees, expert fees, deposition fees, travel expenses, consultants, contractors, reports, laboratories, reproduction of documents and all other costs that are incurred in investigating and defending any claim – whether or not an action is commenced against Seller. Seller reserves the right to retain an attorney(s) of its own choosing while maintaining the right of indemnity from Buyer for these attorney(s) fees, expenses and claim-related costs. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Seller, unless caused solely by the gross negligence or willful misconduct of Seller. For purposes of Seller's enforcement of this indemnity only, Buyer expressly waives all immunity given to it under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with its indemnification obligations under this Section.

3.4 Review of Documents. Seller agrees that it will timely respond to Buyer's requests during the Due Diligence Period, as extended, and provide (or make available for Buyer's review and copying) information and documentation concerning the Wellington Property provided that: (a) the requests do not require privileged information; (b) the requests are reasonable and are not overly burdensome; (c) the requested information or documents are reasonably available to Seller; and (d) the requested information or documents are not otherwise publicly available. Within ten (10) days of receiving an invoice, Buyer agrees to pay all reasonable copying and labor costs associated with Buyer's requests. All documents, including all copies of documents, provided by Seller to Buyer are confidential and will be returned to Seller in the event Seller does not convey the Wellington Property to Buyer, and Buyer may not disclose these documents to any other person (except its attorneys and other advisors in connection with this transaction) without Seller's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld. The results of any investigation and the existence of any agreement between Buyer and Seller are confidential and may not be disclosed without consent from the other Party (which consent shall not be unreasonably conditioned, delayed or withheld) except as is necessary to obtain the governmental agencies' approvals required under the Agreement or as required by the Public Utilities Commission of Nevada or Utah or other governmental authority with jurisdiction; provided that Seller may disclose the same to Buyer's attorneys and other advisors in connection with this transaction. Buyer further agrees to indemnify and hold harmless Seller from and against any claim, liability, or expenses of any nature whatsoever arising out of: (1) Buyer's failure to keep the above-referenced information and documents confidential or (2) Buyer's entry and activities on the Wellington Property. The Parties agree that such indemnification shall continue in full force and effect notwithstanding termination of this Agreement.

3.5 Termination by Buyer. During the Due Diligence Period, as extended, Buyer may in its sole discretion cancel the Agreement at any time for any reason.

INCORPORATED

NOV 12 2013

PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)

3.6 Remaining Transactional Fee. When Buyer delivers the signed Agreement to Seller, Buyer must also pay Seller ten thousand US dollars (\$10,000) cash which represents the balance of the Transactional Fee required by the Letter of Intent for Seller's estimated internal costs to sell the Wellington Property to Buyer. The Transactional Fee which totals \$20,000 is not consideration for this Agreement, and Seller is entitled to keep this fee even if this Agreement terminates, the transaction does not close, or either Party defaults or is in breach.

ARTICLE IV
TITLE

4.1 Costs of Title Policy. The Parties agree that Buyer will pay for all Closing costs, including any escrow fees, recording fees, transfer tax, site investigation costs, the Title Commitment, and any title insurance policy or survey that Buyer may require.

4.2 Preliminary Title Commitment. Seller shall instruct the Escrow Agent to issue a commitment for title insurance ("Title Commitment") to be issued and provided to Buyer within seven (7) business days of opening of the escrow ("Escrow"). Buyer shall have twenty (20) business days after receipt of the Title Commitment in which to give written notice to Seller of Buyer's disapproval of the status of title with all exceptions as shown thereon. If Buyer does not give notice of disapproval within said twenty (20) business days, Buyer shall be deemed to have approved the status of title.

4.3 Title Defects. The Wellington Property is sold "as is, where is" with all faults, subject to presently existing covenants, rights-of-way, easements, conditions, reservations, and restrictions of record, as disclosed by the Title Commitment, or visible upon the Wellington Property, or enforceable in law or in equity, on the Effective Date of this Agreement, and Seller's reservation of the springing easement and right of way (the "Rail Spur Use Easement"), as defined in Section 4.5 (collectively the "Permitted Exceptions"). Any liens (whether or not objected to by Buyer) will be paid and released by Seller at Closing. Title is to be good record, merchantable title, subject to the Permitted Exceptions. If Buyer disapproves any exception or any matter affecting title shown on the Title Commitment within the time period set forth in Section 4.2 above, Seller shall have ten (10) business days after notice of Buyer's disapproval to cure any defects identified in the Title Commitment. In the event Seller is unable to cure any defects, then Buyer may either terminate this Agreement, or Buyer may waive its right to terminate and proceed to Closing. Buyer shall have ten (10) business days after the ten (10) business-day cure period in which to notify Seller of Buyer's intention to terminate this Agreement or waive any title defects and proceed to Closing.

4.4 Special Warranty Deed. At the Closing, the Wellington Property will be transferred by special warranty deed (the "Special Warranty Deed"), in the form attached hereto as Exhibit D, subject to the Permitted Exceptions and those covenants running with the land in regard to insurance for the benefit of Seller.

4.5 Railcar Storage. Buyer shall be obligated to provide railcar storage to Seller on the Wellington Property or another location mutually agreed to by the parties subject to the provisions of the Railcar Storage Agreement, the form of which is attached hereto as Exhibit E.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

In a Special Warranty Deed, Seller shall reserve for the benefit of Seller, its successors and assigns, a springing Rail Spur Use Easement in and across the Wellington Property which shall come into existence upon Buyer's voluntary or involuntary transfer of possession or ownership of the Easement Property, as more particularly described in Exhibit A-3 attached hereto and more particularly subject to the following:

(A) Termination of Railcar Storage Obligation. Buyer's obligation to provide railcar storage will terminate if Seller, its parent company (Nevada Power Company d/b/a NV Energy) or one of their successors in a merger ("NEICO") no longer owns and/or operates the coal-fired power plants known as (1) the Reid Gardner Generating Station near Moapa, NV and (2) the North Valmy Generating Station near North Valmy, NV;

(B) Rail Maintenance. At no cost to NEICO, Buyer must maintain the rail spurs used to accommodate NEICO's railcar storage requirements, to the standards of the Union Pacific Railroad or Union Pacific Railroad's successors and assignees for the railroad that connects to these rail spurs;

(C) Fees charged by Railroad. Any charges assessed by Union Pacific Railroad or Union Pacific Railroad's successors and assignees to switch the railcars into or out of the Wellington Property (or such other location mutually agreed upon by the Parties) shall be paid by NEICO;

(D) In and Out Access. NEICO will provide Buyer with ten (10) days advance notice (1) to move railcars in and out and/or (2) to break or reassemble the trains as required and to move the reassembled cars to an acceptable location for pick up by the Union Pacific or its successors or assigns for the railroad that connects to these rail spurs;

(E) Number of Railcars. NEICO may store up to 200 substantially empty railcars at any given time on the rail spurs at the Wellington Property (or such other location mutually agreed upon by the parties);

(F) Ownership of Cars. NEICO may only store railroad cars owned or leased by them or their successors, assigns or affiliates; and

(G) Location of Cars. Buyer will determine the parking location of the railcars on the Wellington Property (or on the property of such other location mutually agreed upon by the parties), but any parking location must meet Union Pacific Railroad requirements or the requirements of any successor railroad which connects to the rail spurs; and

(H) Substances in Cars. Buyer shall have no obligation to provide railcar storage to NEICO unless the cars are substantially free of commodity.

4.6 Title Insurance Policy. At the Closing, Escrow Agent shall issue to Buyer, and Buyer shall pay the premium for, a standard Owner's Policy of Title Insurance (the "Title Policy") in the form of the Title Commitment, subject only to the Permitted Exceptions, and Buyer may, at its option, obtain extended coverage, together with any such endorsements of the

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Title Policy as the Buyer shall deem necessary or appropriate, so long as Buyer shall pay the cost of such extended coverage.

**ARTICLE V
CONDITIONS PRECEDENT TO CLOSING**

5.1 Conditions Precedent to Seller's Obligation to Close. Seller's obligation to close this transaction is conditioned upon the satisfaction of each of the following conditions at or prior to Closing (or such earlier date as is specified with respect to a particular condition), any of which can be waived by written waiver executed by Seller and delivered to Escrow Agent:

(A) Buyer has delivered all Governmental Approvals, the Insurance Policies, and the Certificates of Insurance to the Escrow Agent on or before the last day of the Due Diligence Period, as extended;

(B) Seller has reviewed and approved all Governmental Approvals, the Insurance Policies, and the Certificates of Insurance (the "Approval Documents") within sixty (60) days after the last of the Approval Documents have been delivered to the Escrow Agent, which approval shall not be unreasonably withheld, conditioned or delayed. If, during Seller's sixty day review period set forth above, Seller reasonably determines that any of the Approval Documents contain a defect, Seller shall give written notice to Buyer of such deficiencies in the Approval Documents and Buyer shall have twenty (20) days after Buyer's receipt of written notice to cure such deficiencies;

(C) Buyer has delivered the Insurance Premium Escrow or the Premium Letter of Credit to the Escrow Agent pursuant to Section 1.1(E) above; and

(D) Buyer shall not be in default of any its obligations hereunder.

If any of the delivery dates or dates for curing deficiencies are not met by Buyer, at the option of Seller, this Agreement shall terminate and Seller shall be under no obligation to close this transaction.

5.2 Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to close this transaction is conditioned upon satisfaction of the following conditions at or prior to Closing (or such earlier date as is specified with respect to a particular condition), any of which can be waived by Buyer:

(A) Seller shall have deposited with Escrow Agent the Special Warranty Deed at or prior to the Closing;

(B) Seller shall have deposited with Escrow Agent a non-foreign transferor declaration (the "Non-Foreign Transferor Declaration"), substantially in compliance with the form attached hereto as Exhibit F attached hereto, duly executed by Seller;

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

(C) Seller shall have deposited with Escrow Agent assignments, executed by Seller, as assignor, and accepted by Buyer, as assignee, of all permits required to be assigned under Section 1.1 above (subject to the review and approval set forth in Section 5.1(B));

(D) Escrow Agent has irrevocably committed to issue to Buyer the Title Policy with all requested endorsements thereto; and

(E) Seller shall not be in default of any of its obligations hereunder.

If any of the delivery dates or dates for curing deficiencies are not met by Seller, at the option of Buyer, this Agreement shall terminate and Buyer shall be under no obligation to close this transaction.

**ARTICLE VI
ESCROW AND CLOSING**

6.1 Escrow. The purchase and sale of the Wellington Property shall be consummated through a title company approved by the Parties, which title company will also serve as escrow agent (the "Escrow Agent"). The Escrow shall be opened within fifteen (15) business days following the Effective Date of the Agreement, by delivery to Escrow Agent of a fully-executed copy of this Agreement. This Agreement constitutes the Escrow Instructions. The Parties agree to execute and deliver to Escrow Agent such additional and supplemental instructions as Escrow Agent may reasonably require in order to consummate this transaction. In the event of any conflict or inconsistency between this Agreement and any instructions delivered to Escrow Agent, the terms of this Agreement shall control.

6.2 Time and Place of Closing. The closing (the "Closing") of this transaction shall occur within five (5) business days (the "Closing Date") of the Escrow Agent's receipt of Seller's written approval of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance delivered by Buyer to Escrow Agent, unless the Closing Date is extended by mutual written agreement of the Parties. At such time within the Due Diligence Period, as extended, when the Escrow Agent has received all of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance from Buyer, the Escrow Agent will allow Seller the opportunity to review the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance during the sixty (60)-day review period. On or before the end of the sixty (60)-day review period, Seller shall either: (1) deliver written approval of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance to the Escrow Agent and Buyer, which approval shall not be unreasonably withheld, conditioned or delayed; or (2) Seller shall deliver written notice to Escrow Agent and Buyer of the specific deficiencies in the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance, and Buyer shall have twenty (20) days to cure such deficiencies to the reasonable satisfaction of Seller. If Buyer does not cure any deficiencies to the reasonable satisfaction of Seller within the twenty (20)-day curative period, this transaction shall not close and the Agreement will terminate unless the parties mutually agree otherwise. If Buyer cures such deficiencies within the twenty (20)-day period, Seller will provide written approval of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance to Escrow Agent and to Buyer, and the

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Escrow Agent will set a date for the Closing, within five (5) days of the Escrow Agent's receipt of Seller's written approval, on a date mutually acceptable to the Parties. The Closing will take place at a location mutually acceptable to the Parties. At the Closing, the Escrow Agent will deliver the Special Warranty Deed to the Buyer; the Escrow Agent will deliver originals of those Governmental Approvals which include the assignment, acceptance, and governmental approval for each permit, to Buyer, with a copy to Seller; the Escrow Agent will deliver DOGM's release of Seller's surety bond and release of Seller's reclamation liability to Seller; the Escrow Agent will deliver the original Certificates of Insurance and a copy of the Insurance Policies to Seller, and the original Insurance Policies to Buyer. After Closing, the Escrow Agent shall record the Special Warranty Deed, return the recorded original Special Warranty Deed to Buyer, and deliver a copy of the recorded Special Warranty Deed to Seller; and the Escrow Agent shall record the Non-foreign Transferor Declaration and return the original to Buyer. The Escrow Agent will continue to hold the Insurance Premium Escrow, in escrow, pursuant to the terms of this Agreement.

6.3 Prorations and Credits. Real property taxes shall be prorated as of the Closing Date. Buyer shall pay all title insurance costs, recording costs, real property transfer taxes, escrow fees, all premiums for insurance policies, the premium for the Title Policy, and the cost of any endorsements to the Title Policy.

6.4 Possession; Risk of Loss. Possession of, risk of loss to, and responsibility for the Wellington Property shall be delivered to the Buyer at Closing; provided, however, Buyer shall have access to the Wellington Property to the extent needed to perform inspections and studies prior to the Closing. Buyer shall be responsible for supervising and payment of all work that it performs or has performed on the Wellington Property in conducting such inspections and studies and shall indemnify and hold harmless Seller from all costs, expenses, obligations and causes of action that may occur as a result of Buyer's actions or inactions with respect to such inspections and studies. If the Wellington Property is damaged by any event through no fault of Buyer, or if the legal status of the Wellington Property shall be materially impaired by condemnation or otherwise, prior to the Closing, Buyer may elect (a) to terminate this Agreement, in which event, except as otherwise provided herein, neither Party hereto shall thereafter have any obligation or liability hereunder, or (b) to close the transaction, in which event Seller shall deliver or assign any insurance and/or condemnation proceeds to Buyer.

**ARTICLE VII
TERMINATION, DEFAULT AND REMEDIES**

7.1 Permitted Termination. If this Agreement is terminated by either Party pursuant to a right expressly given it to do so hereunder (other than a termination due to a material default by the other Party), this Agreement shall be terminated and, with the exception of rights or obligations which, by their express terms, are intended to survive such termination, neither Party shall have any further rights or obligations hereunder.

7.2 Default by Seller. Seller shall be in default hereunder upon the occurrence of the following event: Seller shall fail to deliver at Closing the Special Warranty Deed provided for above for any reason other than a default by Buyer hereunder or a permitted termination.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

7.3 Default by Buyer. Buyer shall be in default hereunder upon the occurrence of any one or more of the following events:

(A) Buyer shall fail to deliver the Governmental Approvals, the Insurance Policies, or the Certificates of Insurance to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

(B) Buyer shall fail to cure deficiencies within the Governmental Approvals, the Insurance Policies, or the Certificates of Insurance, to the satisfaction of Seller, within the twenty (20)-day curative period subsequent to Buyer's receipt of written notice of such deficiencies from Seller.

(C) Buyer shall fail to deliver to Escrow Agent the Insurance Premium Escrow pursuant to this Agreement.

(D) Buyer shall fail to satisfy any other material covenant, agreement, or obligation on Buyer's part required, within the time and in the manner required hereunder, for any reason other than a permitted termination or material breach by Seller.

7.4 Remedy.

(A) In the event of a default by Buyer hereunder, Seller may terminate this Agreement by written notice delivered to Buyer, and with the exception of any continuing obligations under this Agreement, the Parties shall have no further rights or obligations hereunder.

(B) In the event of a default by Seller hereunder, Buyer shall have the right, in its sole discretion, to terminate this Agreement by written notice delivered to Seller, and with the exception of any continuing obligations under this Agreement, the Parties shall have no further rights or obligations hereunder.

7.5 Attorneys' Fees. In the event of litigation or arbitration to interpret or enforce this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

**ARTICLE VIII
BROKERAGE COMMISSION**

Seller and Buyer each represent and warrant to the other that each has not used the services of any broker, agent, or finder in connection with this Agreement, and the Parties agree that no real estate commission or development fee is or will be due in connection with this transaction. Buyer and Seller agree to defend, indemnify, and hold the other Party hereto free and harmless from and against any claim for a commission, a finder's fee, a development fee, or any similar fee or charge in connection with the sale of the Wellington Property arising or claimed as a result of the actions of such Party.

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

**ARTICLE IX
MISCELLANEOUS**

9.1 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to Seller, Buyer and/or Escrow Agent as follows:

If to Seller:

Director, Administrative & Property Services
NV Energy
6226 West Sahara Avenue, M/S 9
Las Vegas, NV 89146
Phone: (702) 402-5779
Fax: (702) 402-5064

With a copy to:

NV Energy
Legal Department
6226 West Sahara Avenue
Las Vegas, NV 89146
Phone: (702) 402-5793
Fax: (702) 402-2069

If to Buyer:

Timothy P. Stanley
Manager
Price River Terminal, LLC
3215 West 4th Street
Fort Worth, TX 76107
Phone: (817) 717-1000
Fax: (817) 332-8470

Each notice, consent, request, invoice or other communication is deemed to have been received by the addressee (1) when delivered if delivered personally; (2) on the third business day after the date of mailing if mailed by certified mail; (3) on the first business day after the facsimile transmission if delivered by facsimile; or (4) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Seller, Buyer or Escrow Agent may change its address for purposes of the Agreement by giving written notice in the manner set forth above in this Section.

9.2 Survival. The provisions, warranties, covenants, representations, remedies, rights and obligations of the Parties that are set forth in this Agreement, including those in Article 1, Article 2 and this Section, shall survive the Closing, transfer of title to the Wellington Property

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

and delivery of the Special Warranty Deed and shall not merge into or with the Special Warranty Deed at Closing or the provisions of any Closing documents. In addition, all obligations to obtain Governmental Approvals and all indemnifications and obligations which by their terms are to be or may be performed after Closing, such as indemnifications and provisions dealing with Buyer's environmental obligations on the Wellington Property, shall survive the Closing and remain binding and enforceable until fully performed. Certain indemnifications arising out of Buyer's activities during the Due Diligence Period, as extended, such as those in Section 3.2 and Section 3.3, shall continue in full force and effect notwithstanding termination of this Agreement. In the event of a material post-Closing or post-termination breach by either Party of any such commitment or obligation that survives the Closing or termination, the non-breaching Party may be entitled to specific performance, actual damages, or other available relief.

9.3 Governing Law. The laws of the State of Utah shall govern the validity, enforcement and interpretation of this Agreement.

9.4 Integration; Modification; Waiver. This Agreement, together with the Non-Disclosure Agreement entered into by and between Global and Seller on or about March 5, 2012, constitutes the complete and final agreement of the Parties regarding the Wellington Property and supersedes all previous contracts, agreements and understanding, either oral or written. This Agreement cannot be modified, or any of the terms hereof waived, except by instrument in writing executed by the Parties.

9.5 Counterpart Execution. This Agreement and any addenda may be executed in several counterparts, each of which shall be fully effective as original and all of which together shall constitute one and the same instrument. Facsimile or email copy of a signature has the same legal effect as an originally-drawn signature and shall be the same as delivery of an original.

9.6 Headings; Construction. Headings have been inserted in this Agreement for convenience only and are not to be construed in interpreting this Agreement. Words of any gender include any other gender, and words in the singular number include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereunder," and other similar compounds of the word "here" shall refer to the entire Agreement and not to any particular provision. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Articles, Sections, Subsections, and Exhibits are to Articles, Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. Each Party represents to the other Party that each, respectively, has read and understood this Agreement and has had the opportunity to confer with that Party's attorney regarding this Agreement. This Agreement is the product of arms-length negotiations and shall be construed as though it were jointly prepared and negotiated by the Parties.

9.7 Assignment. Buyer may not assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld. Seller is not required to consent to any assignment unless assignee provides Seller with a written assumption of all conditions and obligations of Buyer under this Agreement.

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

9.8 Time of the Essence. Time is of the essence under this Agreement. Extensions must be agreed to in writing by the Parties prior to the required date of performance.

9.9 Binding Effect. Nothing in this Agreement is intended to confer any rights or remedies on any person, other than the Parties hereto, and their respective successors and permitted assigns.

9.10 Further Acts. Seller and Buyer agree to execute and deliver such additional documents and perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to implement the provisions of this Agreement.

9.11 Cooperation. The Parties agree to cooperate fully and completely and act in a reasonable manner in order to effectuate the terms and provisions of this Agreement.

9.12 No Waiver. The failure of either Party to complain of any act or omission on the part of the other Party, no matter how long it may continue, shall not be deemed to be a waiver by any Party of its rights hereunder except as expressly provided for in this Agreement. No waiver by any Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. If any action by any Party shall require the consent or approval of another Party, the consent or approval of the action on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

9.13 Recording. This Agreement shall not be recorded. The Special Warranty Deed shall be recorded.

9.14 Authority. The Parties hereto represent that the person or persons signing on behalf of each such Party shall have full authority from their respective boards of directors to make the representations and warranties included herein and to bind the Parties under the terms of this Agreement.

9.15 Relationship of Parties. None of the terms or provisions of this Agreement is deemed to create a partnership between the Parties in their respective businesses or otherwise, nor cause them to be considered as a principal, agent, employer or employee of the other.

9.16 Fees. Whether or not the proposed purchase is consummated and except as otherwise provided in this Agreement, each of the Parties shall bear its own costs for legal, accounting, advisory, and other services incurred.

9.17 Publicity. In recognition of Buyer's need to develop its business plan for the Wellington Property, the Parties agree that after the Effective Date, Buyer shall have the right to make any public announcements regarding the planned acquisition of the Wellington Property and Buyer's plans therefor, provided that such announcements do not include any confidential details regarding the terms of the transaction.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

9.18 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

9.19 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

9.20 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

9.21 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement hereto and the provisions of this Agreement shall not impart any legal or equitable right, remedy or claim enforceable by any person, firm or organization other than the Parties and their permitted successors and assigns except as expressly provided for in this Agreement.

**ARTICLE X
EFFECTIVE DATE**

10. Effective Date. Buyer shall have seven (7) business days after execution by Seller in which to execute and return this Agreement to Seller. Should Buyer fail to execute and return this Agreement to Seller within seven days as stated above, this Agreement shall immediately and automatically terminate and be null and void, and Seller's offer to Buyer reflected in this Agreement shall automatically be rescinded and revoked. Provided the Buyer does execute and return this Agreement to Seller, the "Effective Date" of this Agreement shall be the date the Agreement is signed on behalf of Buyer as noted under Buyer's signature below.

IN WITNESS WHEREOF, the Parties have executed this Agreement on dates set forth below, to be effective on the date signed by Seller.

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

SELLER:

Nevada Electric Investment Company

By: Robert E. Stewart
Robert E. Stewart
President

Executed at Las Vegas, Nevada, this 5th day of June, 2013.

BUYER:

Price River Terminal, LLC

By: Global One Transport, Inc.

Its: Managing Member

By: Timothy P. Stanley
Timothy P. Stanley
President

Executed at Columbus, Ohio, this 7th day of June, 2013.

INCORPORATED

NOV 12 2013

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

EXHIBIT A

to

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

LEGAL DESCRIPTION OF WELLINGTON PROPERTY

[Attached]

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining



EXHIBIT A

WELLINGTON
PREPARED BY: LYZ
CHECKED BY: CV
PAGE 1 OF 2

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "WARRANTY DEED" RECORDED SEPTEMBER 2, 1997 IN BOOK 00394, AT PAGE 00201-00204 OF OFFICIAL RECORDS IN THE COUNTY RECORDERS OFFICE, CARBON COUNTY, UTAH, SITUATE IN SECTIONS 8, 9 10, 15, 16 AND 17, TOWNSHIP 15 SOUTH, RANGE 11 EAST, SALT LAKE BASE AND MERIDIAN, CARBON COUNTY, UTAH, DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 8, EXCEPTING THEREFROM THAT PARCEL OF LAND THAT LIES NORTH OF THE NORTH EASEMENT LINE OF RIDGE ROAD AS DECRIED ON AN EASEMENT DOCUMENT RECORDED DECEMBER 19, 1989, AS ENTRY NO. 25866 IN BOOK 293, AT PAGE 407 OF SAID CARBON COUNTY OFFICIAL RECORDS, FURTHER EXCEPTING THEREFROM THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT OF WAY;

TOGETHER WITH THE SOUTH HALF (S 1/2) OF SAID SECTION 9;

TOGETHER WITH THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 9, EXCEPTING THERE FROM THAT PARCEL OF LAND THAT LIES NORTH OF THE NORTH EASEMENT LINE OF RIDGE ROAD AS DECRIED ON AN EASEMENT DOCUMENT RECORDED DECEMBER 19, 1989, AS ENTRY NO. 25866 IN BOOK 293, AT PAGE 407 OF SAID CARBON COUNTY OFFICIAL RECORDS;

TOGETHER WITH THE SOUTH 997 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 9;

TOGETHER WITH THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 10;

TOGETHER WITH THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 15;

WELLINGTON
PREPARED BY: LYZ
CHECKED BY: CV
PAGE 2 OF 2

TOGETHER WITH ALL OF SAID SECTION 16, EXCEPTING THEREFROM THE DENVER
AND RIO GRANDE WESTERN RAILROAD RIGHT OF WAY;

TOGETHER WITH THE NORTHEAST QUARTER (NE 1/4) AND THE EAST HALF (E 1/2)
OF SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 17, EXCEPTING THEREFROM
THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT OF WAY.

CONTAINING APPROXIMATELY 1535 ACRES.

END OF LAND DESCRIPTION.

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

EXHIBIT B

to

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Release for Non-Invasive Inspection

1. In connection with the _____ Purchase and Sale Agreement ("Agreement") between Nevada Electric Investment Company, a Nevada corporation, ("NEICO") and Price River Terminal, LLC, a Texas limited liability company, ("Company"), I represent that (a) I am an authorized representative of the Company, (b) I have signed a Non-Disclosure Certificate as required by the March 5, 2012 Non-Disclosure Agreement ("NDA") between NEICO and Company's managing member, Global One Transport, Inc. and (c) I am requesting access to NEICO's Wellington Property (as that term is defined in the Agreement) for the purpose of non-invasive inspection of the Wellington Property in accordance with Section 3.2 of the Agreement.
2. NEICO is willing to grant such access provided I am accompanied by a representative from NEICO, I do not perform any physical work, testing, or otherwise alter the Wellington Property and, if I take photographs during the non-invasive inspection, I will provide NEICO with a digital copy of each photograph within five business days of the inspection.
3. I acknowledge that the Wellington Property is subject to stringent state and federal environmental and reclamation permits and a reclamation bond. Accordingly, I will not alter the Wellington Property during the inspection.
4. I, for myself and my heirs, beneficiaries, assigns, executors and administrators, (a) acknowledge that NEICO does not warrant that the Wellington Property is safe for any purpose whatsoever, (b) acknowledge the known and unknown nature of any dangers, hazards, and unstable conditions at the Wellington Property and (c) accept and assume all risks of damages or injury to person (including death) or property connected with or arising out of such access and inspection at the Wellington Premises.
5. I, for myself and my heirs, beneficiaries, assigns, executors and administrators, hereby release, discharge and hold NEICO harmless from any and all claims, demands, suits, causes of action, and charges of any kind or nature that are connected with or arising out of this access to, and the activities at, the Wellington Property, including damages or injury to person (including death) or property, in connection with the inspection.
6. I, for myself and my heirs, beneficiaries, assigns, executors and administrators, agree that this Release for Non-Invasive Inspection will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

laws provisions and that jurisdiction and venue over any dispute between or involving NEICO and me is exclusively in Salt Lake City, Utah.

7. Without liability to Buyer or me, NEICO (in its discretion) has the right to deny me access to, remove me from or require my removal from the Wellington Property at any time and for any reason.
8. I acknowledge that I fully read and fully understood this Release for Non-Invasive Inspection before freely signing it.

Signature: _____

Print name: _____

Title: _____

Date: _____

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

EXHIBIT C

to

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Investigation and Sampling Request Form

Date of Request:

Requesting Company:

Requestor's Representative:

Requestor's Contact Information (Address and Phone):

Other Interested Party(s):

Reason for Conducting Investigation and Collecting Sample(s) ("Purpose"):

Description of the type of investigation and sampling activities Requestor proposes to complete at the NEICO, WELLINGTON, UTAH PREPARATION PLANT (i.e., Surface Soil, Subsurface Soil and Groundwater):

Description of the methods Requestor proposes to utilize to complete investigation and sampling, including a brief description of any equipment:

List of ALL CHEMICALS and/or COMPOUNDS Requestor wishes to test for within the samples taken:

Number of samples Requestor intends to take, location of proposed samples and the estimated time to complete the sampling efforts:

REQUESTOR'S ACKNOWLEDGMENT: *Requestor acknowledges and agrees that (A) any authorization provided by NEICO to conduct investigation and sampling is expressly limited to the activities, methods and compounds described above (B) Requestor will only take samples for the above-described purpose, (C) Requestor will conduct investigation and sampling in accordance with the above and (D) Requestor will not allow any other person*

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

or entity(including the interested party identified above) to conduct any investigation activities or sampling except in accordance with the above. Requestor further acknowledges and agrees that any activity conducted, or substances tested, beyond that described above is expressly not authorized by NEICO.

NEICO and ALL OTHER NV ENERGY AFFILIATES RESERVE ANY AND ALL RIGHTS UNDER LAW.

Requestor Representative represents that she/he is authorized to complete this Investigation and Sampling Request Form on behalf of the Requestor and has the legal power and right to bind Requestor.

Requestor's Representative: _____

Signature: _____

Title: _____

Date: _____

NEICO authorizes the Requestor to conduct the investigation and sampling activities described above in the manner set forth above. Additional investigation and/or sampling not expressly provided for above is prohibited except as may be separately authorized by NEICO or NV Energy through completion of an additional Investigation and Sampling Request Form

NV Energy Legal Department:

NV Energy Environmental Department

(Signature and Date)

(Signature and Date)

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

EXHIBIT D

to

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

FORM OF SPECIAL WARRANTY DEED

[Attached]

WHEN RECORDED, RETURN TO:

SPECIAL WARRANTY DEED

NEVADA ELECTRIC INVESTMENT COMPANY, a Nevada corporation, (hereinafter "GRANTOR") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration hereby conveys and warrants, against all who claim by, through, or under the GRANTOR, to Price River Terminal, LLC, a Texas limited liability company, (hereinafter "GRANTEE") at the address of 3215 West 4th Street, Fort Worth, Texas 76107, the surface estate in and to that tract of land situated in Carbon County, State of Utah, more particularly described on Exhibit A-1, attached hereto and incorporated herein by this reference, (hereinafter the "Land"), together with any appurtenant water rights (if any), rights-of-way, surface improvements, waste coal or coal fines, and any mineral rights (if any) and those improvements upon the Land more particularly described in Exhibit A-2, attached hereto and incorporated herein by this reference;

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, a springing easement and right-of-way in and across the Land and rail located on the Land, as such easement and right-of-way is more particularly described in Exhibit A-3 attached hereto and incorporated herein by this reference, for the storage of rail cars on the Land, subject to those requirements and limitations included in Exhibit A-3 and coming into existence when: (1) GRANTEE conveys or transfers, voluntarily or involuntarily, the Easement Area; (2) GRANTEE leases, sublets or subdivides the Easement Area; (3) the Easement Area is foreclosed

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

upon or transferred involuntarily in a bankruptcy; or (4) GRANTEE no longer possesses or owns the Easement Area; and

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal year and any and all unpaid bonds and/or assessments;
2. All covenants, conditions, restrictions, reservations, rights, rights-of-way, encumbrances, and easements of record or visible upon the Land or enforceable in law or in equity;
3. Those covenants running with the Land as set forth in that Purchase and Sale Agreement, dated _____, between GRANTOR and GRANTEE, regarding insurance that GRANTEE, its successors and assigns, must obtain and maintain in regard to the Land for the benefit and protection of GRANTOR; and
4. A covenant to maintain the rail spurs which are subject to GRANTOR's springing easement as described in Exhibit A-3.

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed on the date hereinafter written.

DATED as of the _____ day of _____, 20__.

GRANTOR:
NEVADA ELECTRIC INVESTMENT
COMPANY, a Nevada corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by _____, the _____ of Nevada Electric Investment Company, a Nevada corporation, on behalf of Nevada Electric Investment Company.

Notary Public
Residing at: _____

My Commission Expires:

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

GRANTEE:
PRICE RIVER TERMINAL, LLC, a Texas limited
liability company

By: Global One Transport, Inc.
Its: Managing Member

Name: _____
Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20____, the foregoing instrument was acknowledged
before me by _____, the _____ of Global One Transport, Inc., a
Texas corporation, as the Managing Member and on behalf of Price River Terminal, LLC.

Notary Public
Residing at: _____

My Commission Expires:

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

**EXHIBIT A-1
TO
SPECIAL WARRANTY DEED
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY
TO GRANTEE PRICE RIVER TERMINAL, LLC**

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

**EXHIBIT A-2
TO
SPECIAL WARRANTY DEED
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY
TO GRANTEE PRICE RIVER TERMINAL, LLC**

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

**EXHIBIT A-3
TO
SPECIAL WARRANTY DEED
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY
TO GRANTEE PRICE RIVER TERMINAL, LLC**

The following describes that portion of the Land subject to the springing easement and right-of-way reserved by GRANTOR, its successors and assigns, for the storage of rail cars on the following real property situated in Carbon County, State of Utah (hereinafter referred to as the "Easement Area"):

Said springing easement and right-of-way reserved by GRANTOR is subject to the following requirements and limitations:

(a) Date of Easement. The springing easement will come into existence when: (1) GRANTEE conveys or transfers, voluntarily or involuntarily, the Easement Area; (2) GRANTEE leases, sublets or subdivides the Easement Area; (3) the Easement Area is foreclosed upon or transferred involuntarily in a bankruptcy; or (4) GRANTEE no longer possesses or owns the Easement Area;

(b) Easement Termination. The springing easement will terminate if GRANTOR, its parent company (Nevada Power Company d/b/a NV Energy) or one of their successors in a merger ("Easement Holders"), no longer owns and/or operates the coal-fired power plants known as (1) the Reid Gardner Generating Station near Moapa, NV and (2) the North Valmy Generating Station near North Valmy, NV;

(c) Rail Maintenance. At no cost to the Easement Holders, GRANTEE must maintain the rail spurs used to accommodate Easement Holder's railcar storage requirements, to the standards of the Union Pacific Railroad or Union Pacific Railroad's successors and assignees for the railroad that connects to these rail spurs;

(d) Fees charged by Railroad. Any charges assessed by Union Pacific Railroad or Union Pacific Railroad's successors and assignees to switch the railcars into or out of the Easement Area (or such other location mutually agreed upon by the Easement Holders and GRANTEE) shall be paid by the Easement Holders;

(e) In and Out Access. The Easement Holders will provide GRANTEE with ten (10) days advance notice (1) to move railcars in and out and/or (2) to break or reassemble the trains as required and to move the reassembled cars to an acceptable location for pick up by the Union Pacific or its successors or assigns for the railroad that connects to these rail spurs;

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

(f) Number of Cars. The Easement Holders may store up to 200 substantially empty railroad cars at any given time on the rail spurs in the Easement Area (or such other locations mutually agreed to by the parties);

(g) Ownership of Cars. The Easement Holders may only store railcars owned or leased by them or their successors, assigns or affiliates;

(h) Location of Cars. GRANTEE will determine the parking location of the railcars on the Easement Area (or on the property of such other location mutually agreed upon by the parties), but any parking location must meet Union Pacific Railroad requirements or the requirements of any successor railroad which connects to these rail spurs; and

(i) Substances in Cars. GRANTEE shall have no obligation to provide railcar storage to the Easement Holders unless the railcars are substantially free of commodity.

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

EXHIBIT E

to

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Railcar Storage Agreement

[Attached]

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

RAILCAR STORAGE AGREEMENT

This Railcar Storage Agreement "Agreement" dated as of [date] is entered into by and between Price River Terminal, LLC, a Texas limited liability company, ("Company") and Nevada Power Company, a Nevada corporation, d/b/a NV Energy, and Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (together, "Customer"), individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, Nevada Electric Investment Company, a Nevada corporation, and Company signed that certain Purchase and Sale Agreement dated [date] ("PSA").

WHEREAS, Customer has railcars in excess of its need and placement ability and desires to store them on Company's tracks located on the Wellington Property (defined in the PSA).

WHEREAS, Company agrees to provide storage for Customer's railcars in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement and in the PSA, the Parties agree that the following terms and provisions shall govern the storage for use of Customer's railcars by Company as follows:

1. STORAGE OF RAILCARS

- 1.1. When Customer desires to store railcars owned or leased by Customer or its successors, assigns or affiliates, on Company's tracks located on the Wellington Property, it must notify Company with at least ten (10) days advance notice of the number of railcars it wishes to store and the approximate dates on which the railcars will be tendered for storage.
- 1.2. Company reserves the absolute right at any time to tag a railcar that has a Federal Defect, and to set such railcar aside until the delivering railroad returns to pick up such railcar and make appropriate repairs, or until such time as the appropriate repairs are made to the railcar while it is on Company's tracks. Company agrees it will provide written notice to Customer if/when Company elects to exercise its rights under this provision. Furthermore, Company reserves the absolute right at any time, and its sole discretion, to reject any railcar to the extent Customer would have more than two hundred (200) railcars on Company's tracks. When used in this Agreement, the term "Federal Defect" means any defect as set forth in applicable Federal Railroad Administration ("FRA") or American Association of Railroads ("AAR") standards.
- 1.3. Movement of Customer's railcars onto Company's tracks is evidence that Customer has accepted those tracks as suitable for terms of this Agreement.
- 1.4. Federal Defects found on railcars, at the time such railcars are delivered to Company by the delivering railroad, are the responsibility of Customer, and Customer shall be responsible for all costs associated with repairs and/or violations resulting from such Federal Defects.

- 1.5. This Agreement is intended for the storage of substantially empty railcars which were previously loaded with coal, and Company shall have the right to reject any car that was previously loaded with any commodity other than coal.
- 1.6. Customer and its authorized representatives, contractors and permittees shall have reasonable access to Customer's railcars on Company's property to make inspections and to perform repairs on the railcars, at Customer's expense. When Customer desires such access it must notify Company at least ten (10) days in advance so that Company can provide that access.

2. FEES

- 2.1. Customer will not pay Company any fees or other monies to store up to two hundred (200) railcars or to exercise Customer's other rights pursuant to this Agreement. At no cost to Customer, Company must maintain the tracks used to accommodate Customer's railcar storage requirements to the standards of Union Pacific Railroad and its successors or assigns for the railroad that connects to Company's tracks.
- 2.2. Any charges assessed by Union Pacific Railroad or its successors or assigns to switch Customer's railcars into or out of the Wellington Property (or such other location mutually agreed upon by the Parties in writing) shall be paid by Customer. Union Pacific Railroad switching charges resulting from Company's requests for switching services beyond those necessary for Union Pacific Railroad to place the railcars on Company's tracks shall be paid by Company.

3. EFFECTIVE DATE AND TERM

- 3.1. This Agreement shall become effective as of [date] (the "Effective Date") and shall continue (a) during such time as Company, an affiliate or its parent company, or one of their successors in an merger, remains the owner of the Wellington, Utah facility where the tracks are located, or (b) until Customer, an affiliate, its parent company, or one of their successors in an merger no longer owns and/or operates the coal-fired power plants known as (1) the Reid Gardner Generating Station near Moapa, NV and (2) the North Valmy Generating Station near North Valmy, NV, unless sooner terminated or extended by mutual agreement by the Parties. It is the Parties' intention that, if the Company sells the Wellington, Utah facility where the tracks are located, the springing easement in favor of Customer described in the Special Warranty Deed attached to the PSA and recorded shall vest in Customer.

4. RESPONSIBILITY; ENVIRONMENTAL OBLIGATIONS

- 4.1. Customer hereby assumes all risk incident to the storage of Customer's railcars on Company's tracks including damage to or destruction by fire, trespass or other cause that is not caused by Company, unless otherwise provided in this Agreement. In no event shall Company be liable for loss or damage to any railcar caused by a Force Majeure Event as defined in Section 6 of this Agreement.

- 4.2. Customer assumes all responsibility for any environmental obligations imposed pursuant to applicable laws, regulations or ordinances related to Customer's railcars while they are present on Company's track. Customer agrees to indemnify and save harmless Company, its officers, agents and employees from and against any and all liability, fines, penalties, claims, demands, costs (including attorney's fees), losses or lawsuits for environmental damage or cleanup which is related to or results from the condition of or presence of the railcars on or about said portion of track, unless such liability, fines, penalties, claims, demands, costs (including attorney's fees), losses or lawsuits result from the negligence or willful misconduct of Company.

5. INDEMNIFICATION

- 5.1 Except as otherwise provided in this Agreement, Company shall indemnify and hold harmless Customer, its affiliates and their officers, agents and employees from and against all demands, claims, damages, losses and expenses (including court costs and reasonable attorney's fees) for damage to or destruction of property (including the railcars), or injury or death to any person, asserted against Customer by any person, where the foregoing arises from or relates to the storage or movement of Customer's railcars on Company's tracks or Company's operations on the Wellington Property, except to the extent caused by the negligence or willful misconduct of Customer.
- 5.2 Except as otherwise provided in this Agreement, Customer shall indemnify and hold harmless Company, its affiliates and their officers, agents and employees from and against all demands, claims, damages, losses and expenses (including court costs and reasonable attorney's fees) for damage to or destruction of property (including the railcars), or injury or death to any person, asserted against Company by any person, where the foregoing arises from or relates to the poor condition of Customer's railcars on Company's tracks or Customer's use of the Wellington Property to make repairs to Customer's railcars, except to the extent caused by the negligence or willful misconduct of Company, or attributable to the risk of loss assumed by Customer pursuant to Section 4.1 above.

6. FORCE MAJEURE

- 6.1. As used in this Agreement, a "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that:
- 6.1.1. prevents a Party (the "Nonperforming Party"), in whole or in part, from performing its obligations under this Agreement, or satisfying any conditions to the Performing Party's obligations under this Agreement, and
 - 6.1.2. is beyond the reasonable control of and not the fault of the Nonperforming Party, and
 - 6.1.3. the Nonperforming Party has been unable to avoid or overcome by the exercise of due diligence.
- 6.2. In furtherance of the definition of Force Majeure Event and not in limitation of that definition, each of the following acts or events is deemed to meet the requirements of

Section 6.1: war, flood, lightning, drought, earthquake, fire, eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action or action of a court or public authority.

- 6.3. Upon becoming aware of the occurrence of a Force Majeure Event, the Nonperforming Party shall give prompt notice by telephone describing the nature of the occurrence, its effect and its probable duration, and within ten (10) days furnish the Performing Party a written report describing the particulars of the occurrence, including an updated estimate of its expected duration and probable effect on the performance of the Nonperforming Party's obligations under this Agreement. After such notice is given, the obligations under this Agreement directly affected by the Force Majeure Event shall be suspended for the duration of the Force Majeure Event, until notice is given pursuant to Section 6.5 of this Agreement. Each Party will use all commercially reasonable efforts to end the Force Majeure Event. However, a Force Majeure Event will not suspend Company's obligations and Customer's rights under Section 1.6.
- 6.4. It is the obligation of the Nonperforming Party to exert diligence to remove such effect as soon as and to the extent reasonably practicable.
- 6.5. When the Nonperforming Party is able to resume performance of its obligations under this Agreement, or satisfy the conditions precedent to the Performing Party's obligations, it shall immediately give the Performing Party written notice to that effect and shall resume performance under this Agreement no later than two working days after the notice is delivered.

7. NOTICE

- 7.1. All notices required to be given by either Party to the other (unless expressly stated otherwise in this Agreement), must be in writing and shall be delivered to the other Party by overnight messenger service, United States certified mail with return receipt requested, or by overnight courier, and addressed as follows:

To: Customer

[Customer Name]
[Customer Street]
[Customer City, State and Zip]

To: Company

Price River Terminal, LLC
3215 West 4th Street
Fort Worth, TX 76107

- 7.2. A notice is deemed to have been received by the Party to whom it was addressed (A) on the date officially recorded as delivered according to the record of delivery if delivered by messenger service; (B) on the third business day after the date of mailing if mailed by certified mail with return receipt requested; or (C) on the date officially recorded as delivered according to the record of delivery if delivered by

courier. Either Party may designate an alternate or different address by sending notice of such intent to the address listed in Section 7.1.

8. ASSIGNMENT

Neither this Agreement nor any rights or remedies contained in this Agreement may be assigned by Parties without the prior written consent of the other. However, either Party may assign this Agreement with written notice, but without the consent of the other, to any successor corporation in any merger or acquisition.

9. GOVERNING LAW

- 9.1. The laws of the State of Utah govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.
- 9.2. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the state courts of the State of Utah and the United States District Court for the District of Utah.

10. ENTIRE AGREEMENT

- 10.1. This Agreement, together with any other contracts executed with the same formality as this Agreement such as the PSA, sets forth the entire agreement between the Parties, and replaces and supersedes any prior agreements, understandings, negotiations, or discussions between the Parties relative to the subject matter of this Agreement.
- 10.2. This Agreement may only be modified by a written amendment signed by an authorized representative of both Parties with the same formality as this instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized representatives as of the date first above written.

(This space intentionally left blank with signatures on the following page)

CUSTOMER:

By: _____

Name: _____

Title: _____

COMPANY:

By: _____

Name: _____

Title: _____

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

EXHIBIT F

to

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

NON-FOREIGN TRANSFEROR DECLARATION

[Attached]

**PURCHASE AND SALE AGREEMENT
(NEICO/Price River Terminal, LLC)**

Non-Foreign Transferor Declaration

Section 1445(a) of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Nevada Electric Investment Company, a Nevada corporation (hereinafter referred to as the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
2. The U.S. Employer Identification Number of Transferor is _____; and
3. Transferor's address is _____, [_____] or Las Vegas, Nevada _____.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____, 20__.

Nevada Electric Investment Company, a
Nevada corporation

By: _____

Name: _____

Title: _____

Appendix B

Site Plan

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

LEGEND

- PHASE 1 (0 - 4,000 BBL/DAY)
- PHASE 2 (4,000 - 15,000 BBL/DAY)



| REV | DATE | DESCRIPTION | BY | APP |
|-----|------|-------------|----|-----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

DESIGNED BY: JCR
 DRAWN BY: JCR
 CHECKED BY: PMT
 APPROVED BY: PMT
 DATE: 07.05.2013

WATCO
 TERMINAL & PORT
 SERVICES

WATCO COMPANIES, LLC.
 WELLINGTON, UT
 SIDING TRACK CONSTRUCTION
 PHASE 1/2 BUILDOUT

| | |
|--------------|-----------|
| CONTRACT NO. | PHASE 1/2 |
| REVISION | REV-01 |
| SHEET NO. | 01 |
| SCALE | AS SHOWN |

INCORPORATED
 NOV 12 2013
 Div. of Oil, Gas & Mining

Appendix C

Certificate of Insurance

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10-22-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-----------------------|
| PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED Price River Terminal, LLC 3215 West 4th Street Fort Worth, TX 76107 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Steadfast Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |
| NAIC # 26387 | | |

COVERAGES **CERTIFICATE NUMBER:** CHI-004771650-09 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | 09-25-2013 | 09-25-2014 | EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ INCL ABOVE |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division of Oil, Gas and Mining for the state of Utah is included as additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract. Policy includes coverage for all of insured's business operations including for the coal and mining reclamation activities at the Wellington, UT property for which the permit is sought.

INCORPORATED

NOV 12 2013

CERTIFICATE HOLDER

CANCELLATION

Div. of Oil, Gas & Mining

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114-5801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: B2028

LOC #: Chicago

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

| | | |
|--------------------------|-----------|--|
| AGENCY MARSH USA INC. | | NAMED INSURED Price River Terminal, LLC 3215 West 4th Street Fort Worth, TX 76107 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Price River Terminal LLC has agreed that 30 days notice of cancellation of the insurance policies referenced above will be given to the State of Utah before it expires, is cancelled or undergoes a material change, including if the available insurance falls below a per occurrence limit of \$300,000 or below an annual aggregate of \$500,000.

Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the State of Utah shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

Appendix D

Affidavit of Publishing

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

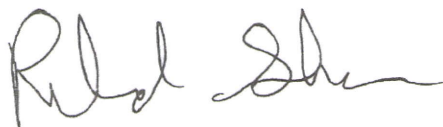
AFFIDAVIT OF PUBLICATION

STATE OF UTAH)

ss.

County of Carbon,)

I, Richard Shaw, on oath, say that I am the Publisher of the Sun Advocate, a twice-weekly newspaper of general circulation, published at Price, State of Utah a true copy of which is hereto attached, was published in the full issue of such newspaper for 8 (Eight) consecutive issues, and on the Utah legals.com website, the first publication was on the 29th day of August, 2013, and that the last publication of such notice was in the issue of such newspaper dated the 24th day of September 2013.



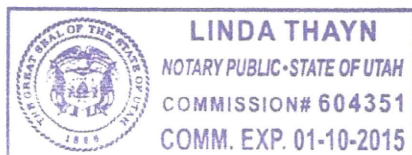
Richard Shaw – Publisher

Subscribed and sworn to before me this 24th day of September, 2013.



Notary Public My commission expires January 10, 2015 Residing at Price, Utah

Publication fee, \$ 604.80



NOTICE

Notice is hereby given that Price River Terminal, LLC ("PRT"), whose address is 3215 West 4th Street, Fort Worth TX, 76107, has submitted an application to the Division of Oil, Gas & Mining for transfer of all operating and permitting rights in the Wellington Preparation Plant, Permit No. ACT 007/012 under the provisions of R645-303-300, from Nevada Electric Investment Company ("NEICO"). The permit area is located in Carbon County, Utah, and is described as follows:

Township 15 South, Range 11 East, SLBM
Section 8: SE ¼, NE ¼, E ½, SE ¼, W ½, SE ¼ except portion north of railroad tracks
Section 9: S ½, portion of S ½, N ½
Section 10: W ½, SW ¼
Section 15: W ½, NW ¼
Section 16: All
Section 17: E ½, SE ¼, NE ¼

Pertinent comments are solicited from anyone affected by this proposal. Such comments should be filed within the next thirty (30) days with:

State of Utah, Department of Natural Resources
Division of Oil, Gas & Mining
1594 West North Temple
Suite 1210
Salt Lake City, UT 84116

Published in the Sun Advocate August 29, September 3, 5, 10, 12, 17, 19, and 24, 2013.

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

Appendix E

Special Warranty Deed

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

WHEN RECORDED, RETURN TO:

NEICO
c/o NV Energy
6226 W Sahara Ave, MS #9
Las Vegas, NV 89146

SPECIAL WARRANTY DEED

NEVADA ELECTRIC INVESTMENT COMPANY, a Nevada corporation, (hereinafter "GRANTOR") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration hereby conveys and warrants, against all who claim by, through, or under the GRANTOR, to Price River Terminal, LLC, a Texas limited liability company, (hereinafter "GRANTEE") at the address of 3215 West 4th Street, Fort Worth, Texas 76107, the surface estate in and to that tract of land situated in Carbon County, State of Utah, more particularly described on Exhibit A-1, attached hereto and incorporated herein by this reference, (hereinafter the "Land"), together with any appurtenant water rights (if any), rights-of-way, surface improvements, waste coal or coal fines, and any mineral rights (if any) and those improvements upon the Land more particularly described in Exhibit A-2, attached hereto and incorporated herein by this reference;

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, a springing easement and right-of-way in and across the Land and rail located on the Land, as such easement and right-of-way is more particularly described in Exhibit A-3 attached hereto and incorporated herein by this reference, for the storage of rail cars on the Land, subject to those requirements and limitations included in Exhibit A-3 and coming into existence when: (1) GRANTEE conveys or transfers, voluntarily or involuntarily, the Easement Area; (2) GRANTEE leases, sublets or subdivides the Easement Area; (3) the Easement Area is foreclosed upon or transferred involuntarily in a bankruptcy; or (4) GRANTEE no longer possesses or owns the Easement Area; and

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal year and any and all unpaid bonds and/or assessments;
2. All covenants, conditions, restrictions, reservations, rights, rights-of-way, encumbrances, and easements of record or visible upon the Land or enforceable in law or in equity;

INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

3. Those covenants running with the Land as set forth in that Purchase and Sale Agreement, dated June 7, 2013, between GRANTOR and GRANTEE, regarding insurance that GRANTEE, its successors and assigns, must obtain and maintain in regard to the Land for the benefit and protection of GRANTOR; and

4. A covenant to maintain the rail spurs which are subject to GRANTOR's springing easement as described in Exhibit A-3.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed on the date hereinafter written.

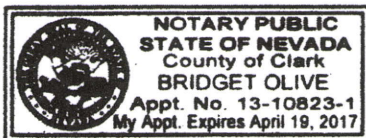
DATED as of the 31st day of October, 2013.

GRANTOR:
NEVADA ELECTRIC INVESTMENT COMPANY,
a Nevada corporation

By: Robert E. Stewart
Name: Robert E. Stewart
Title: President

STATE OF Nevada)
) : ss.
COUNTY OF Clark)

On the 31st day of October, 2013, the foregoing instrument was acknowledged before me by Robert E. Stewart, the President of Nevada Electric Investment Company, a Nevada corporation, on behalf of Nevada Electric Investment Company.



Bridget Olive
Notary Public
Residing at: Clark County, Nevada

My Commission Expires:

April 19, 2017

GRANTEE:
PRICE RIVER TERMINAL, LLC, a Texas limited
liability company

By: Global One Transport, Inc.

Its: Managing Member

Name: Matthew P. Stanley

Title: President

STATE OF Florida)
COUNTY OF Lee) : ss.

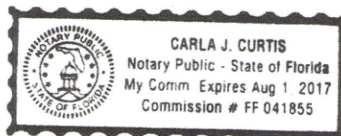
On the 5th day of November, 2013 the foregoing instrument was acknowledged
before me by Matthew P. Stanley, the President of Global One Transport, Inc., a
Texas corporation, as the Managing Member and on behalf of Price River Terminal, LLC.

Carla J. Curtis
Notary Public

Residing at: 15501 McGregor Blvd., Fort Myers, FL 33908

My Commission Expires:

8/1/2017



INCORPORATED

NOV 12 2013

Div. of Oil, Gas & Mining

EXHIBIT A-1
TO
SPECIAL WARRANTY DEED
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY
TO GRANTEE PRICE RIVER TERMINAL, LLC

PARCEL 1: Tax Parcel No.: 2-1930-B

Township 15 South, Range 11 East, SLBM

Section 8: Beginning at the SE corner of Section; thence North 3960 feet; West 1320 feet; South 2250 feet, more or less, to the Southern boundary of the D&RGW Railroad right of way; thence North 63°51'11" W 1470 feet, more or less; thence South 2360 feet, more or less; thence East 2640 feet to the beginning.

LESS all oil, gas and minerals which were previously reserved or conveyed.

ALSO LESS the D&RGW Railroad right of way.

ALSO LESS any land that may lie within the road right of ways.

ALSO LESS therefrom the following lands conveyed to Weston Hansen and Sharron Hansen, in the Warranty Deed recorded March 16, 1999 in Book 431 at page 190, as follows:

Commencing at the South Quarter corner of Section 8, (Bearing base 1/4 Section line N. 0°31' 17" West), thence North 0°31' 17" W. 902.93 feet to a point on the Northerly limits of Ridge Road (said limits is 50 feet from the center line of Ridge Road), which point is the true point of beginning; thence along the North road limits, North 34°55' 13" East 577.74 feet to a point of curve; thence along the arc of a 1050.0 foot radius curve 525.19 feet (the long chord bears North 49°08' 43" E 519.73 feet); thence North 26°31' 35" West 55.0 feet to a point which is 105 feet from the center of Ridge Road; thence North 63°17' 08" East 458.13 feet to a point on the Westerly line of the Southern Pacific Railroad; thence along said line the arc of a 3080 foot radius curve 1255.50 feet (long chord bears North 64°22' 05" West 1246.04 feet); thence south along the quarter line South 0°31' 56" East 1609.95 feet to the place of beginning.

ALSO LESS, therefrom the following land conveyed to Dale and Barbara Terry in the Special Warranty Deed recorded August 12, 1999 in Book 440 at page 573 as follows:

A parcel of land lying North of Ridge Road, being part of Sections 8 & 9, Township 15 South, Range 11 East, SLB&M, being the Northerly part of the lands as described in Book 290 at page 422 and in Book 46 at page 404 and being more particularly described below:

Beginning at a point South 89°33' 05" West along the center Section line 1319.36 feet and South 625.29 feet from the Quarter Corner common to Sections 8 & 9, T15S, R11E, SLB&M; said point being on the Northerly line of Ridge Road; thence North 00°08' 00" West 1896.07 feet to a point deeded as 3960 feet North of the Southeast Corner of said Section 8; thence North 89°52' 00" East 1320.00 feet to the Westerly line of Section 9; thence along said line North 00°08' 00" West 84.00 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 9; thence North 89°00' 47" East 2543.75 feet, along the North line of the South ½ of the Northwest 1/4 of said Section 9, to said Westerly line of Ridge Road; thence along said line the following three (3) calls: along the arc of a 556.62 foot radius curve concave to the Northwest 406.81 feet (chord bears South 42°52'55" West 397.81 feet); thence South 63°49' 10" West 2520.51 feet; thence South 64°49' 21" West 1469.46 feet to the point of beginning.

INCORPORATED

NOV 12 2013

PARCEL 2: Tax Parcel No.: 2-1930-C

Township 15 South, Range 11 East, SLBM

Section 9: SE 1/4 NW 1/4; E 1/2 SW 1/4; SW 1/4 SE 1/4

LESS all oil and gas which were previously reserved or conveyed.

SW 1/4 NW 1/4; W 1/2 SW 1/4; N 1/2 SE 1/4; SE 1/4 SE 1/4

ALSO, Beginning 2640 feet South of the NW corner of the NE 1/4; thence East 2640 feet; North 997 feet; West 2640 feet; thence South 997 feet to beginning.

LESS all oil, gas and minerals which were previously reserved or conveyed.

ALSO LESS the D&RGW Railroad right of way.

ALSO LESS any land that may lie within the road right of ways.

ALSO LESS a strip of land 16.5 feet wide for a pipeline deeded to Carbon Dioxide and Chemical Company by Rosilla Thayn and E.H. Thayn, recorded Jan. 1, 1939 in Book 5-O at page 326 described as follows: Commencing at the East quarter corner of Sec. 9, T15, R11E, SLBM, thence West a distance of 596.6 feet to point of beginning; thence North 68°39' West a distance of 2289.3 feet; through the middle of a strip of land 16.5 feet wide.

ALSO LESS therefrom the following land conveyed to Dale and Barbara Terry in the Special Warranty Deed recorded August 12, 1999 in Book 440 at page 573 as follows:

A parcel of land lying North of Ridge Road, being part of Sections 8 & 9, Township 15 South, Range 11 East, SLB&M, being the Northerly part of the lands as described in Book 290 at page 422 and in Book 46 at page 404 and being more particularly described below:

Beginning at a point South 89°33' 05" West along the center Section line 1319.36 feet and South 625.29 feet from the Quarter Corner common to Sections 8 & 9, T15S, R11E, SLB&M; said point being on the Northerly line of Ridge Road; thence North 00°08' 00" West 1896.07 feet to a point deeded as 3960 feet North of the Southeast Corner of said Section 8; thence North 89°52' 00" East 1320.00 feet to the Westerly line of Section 9; thence along said line North 00°08' 00" West 84.00 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 9; thence North 89°00' 47" East 2543.75 feet, along the North line of the South 1/2 of the Northwest 1/4 of said Section 9, to said Westerly line of Ridge Road; thence along said line the following three (3) calls: along the arc of a 556.62 foot radius curve concave to the Northwest 406.81 feet (chord bears South 42°52'55" West 397.81 feet); thence South 63°49' 10" West 2520.51 feet; thence South 64°49' 21" West 1469.46 feet to the point of beginning.

PARCEL 3: Tax Parcel No.: 2-2174

Township 15 South, Range 11 East, SLBM

Section 10: SW 1/4 SW 1/4

LESS all oil and gas which were previously reserved or conveyed.

NW 1/4 SW 1/4

LESS all oil, gas and minerals which were previously reserved or conveyed.

ALSO LESS the D&RGW Railroad right of way.

ALSO LESS any land that may lie within the road right of ways.

ALSO LESS a strip of land 16.5 feet wide for a pipeline deed to Carbon Dioxide and Chemical Co. by Ernest Y. Milner and Mary E. Milner, recorded Jan. 1, 1939 in Book 5-0 at page 324, described as follows:

Commencing at the SW corner of Sec. 10, T15S, R11E, thence East a distance of 1320 feet; thence North a distance of 1931.17 feet to point of beg.; thence N 81°25' W on a center line through the middle of a strip of land 16.5 feet wide a distance of 880 feet; thence N 68°30' W on a center line through the middle of a strip of land 16.5 feet wide a distance of 680 feet.

PARCEL 4: Tax Parcel No.: 2A-1664-3

Township 15 South, Range 11 East, SLBM

Section 15: W 1/2 NW 1/4

LESS all oil, gas and minerals which were previously reserved or conveyed.

ALSO LESS the D&RGW Railroad right of way.

ALSO LESS any land that may lie within the road right of ways.

PARCEL 5: Tax Parcel No.: 2A-1664-4

Township 15 South, Range 11 East, SLBM

Section 16: N 1/2 NE 1/4; SE 1/4 NE 1/4; NE 1/4 NW 1/4; S 1/2 SE 1/4; Lots 3 and 4; S 1/2 SW 1/4

LESS coal and other minerals which were previously reserved or conveyed.

W 1/2 NW 1/4; SE 1/4 NW 1/4; SW 1/4 NE 1/4; N 1/2 SE 1/4

LESS all oil, gas and minerals which were previously reserved or conveyed.

ALSO LESS the D&RGW Railroad right of way.

ALSO LESS any land that may lie within the road right of ways.

ALSO LESS from Sections 16 and 17 the following described land:

Beginning at a point 369.5 feet South of the North Quarter corner of Section 17, T15S, R11E, SLB&M; thence South 115 feet; thence South 66°20' East 700 feet; thence South 23°40' West 150 feet; thence South 62°40' East 1200 feet; thence South 16°00' East 560 feet; thence South 64°00' East 1220 feet; thence South 55°00' East 2165 feet; thence South 84°00' East 2160 feet; thence North 36°30' East 148.1 feet; thence North 61°30' West 3140 feet; thence North 38°12' 43" West 2197.29 feet; thence South 54°00' West 170 feet; thence South 970 feet; thence North 67°20' West 280 feet; thence North 56°44'12" West 1968.34 feet; thence South 23°40' West 150 feet; thence North 66°20' West 750 feet, more or less, to the point of beginning.

INCORPORATED

PARCEL 6: Tax Parcel No.: 2A-1664-5

Township 15 South, Range 11 East, SLBM

Section 17: NE 1/4; E 1/2 SE 1/4.

LESS all oil and gas which were previously reserved or conveyed.

ALSO LESS the D&RGW Railroad right of way.

ALSO LESS any land that may lie within the road right of ways.

ALSO LESS from Sections 16 and 17 the following described land:

Beginning at a point 369.5 feet South of the North Quarter corner of Section 17, T15S, R11E, SLB&M; thence South 115 feet; thence South 66°20' East 700 feet; thence South 23°40' West 150 feet; thence South 62°40' East 1200 feet; thence South 16°00' East 560 feet; thence South 64°00' East 1220 feet; thence South 55°00' East 2165 feet; thence South 84°00' East 2160 feet; thence North 36°30' East 148.1 feet; thence North 61°30' West 3140 feet; thence North 38°12' 43" West 2197.29 feet; thence South 54°00' West 170 feet; thence South 970 feet; thence North 67°20' West 280 feet; thence North 56°44'12" West 1968.34 feet; thence South 23°40' West 150 feet; thence North 66°20' West 750 feet, more or less, to the point of beginning.

PARCEL 7: Tax Parcel No.: 2A-1664-6

Township 15 South, Range 11 East, SLBM

Section 17:

Beginning at a point 369.5 feet South of the North Quarter corner of Section 17, T15S, R11E, SLB&M; thence South 115 feet; thence South 66°20' East 700 feet; thence South 23°40' West 150 feet; thence South 62°40' East 1200 feet; thence South 16°00' East 560 feet; thence South 64°00' East 1220 feet; thence South 55°00' East 2165 feet; thence South 84°00' East 2160 feet; thence North 36°30' East 148.1 feet; thence North 61°30' West 3140 feet; thence North 38°12' 43" West 2197.29 feet; thence South 54°00' West 170 feet; thence South 970 feet; thence North 67°20' West 280 feet; thence North 56°44' 12" West 1968.34 feet; thence South 23°40' West 150 feet; thence North 66°20' West 750 feet, more or less, to the point of beginning.

LESS all oil and gas from that portion within Section 17 which were previously reserved or conveyed. LESS all coal and other minerals from that portion within Section 16 which were previously reserved or

conveyed.

ALSO LESS the D&RGW Railroad right of way.

ALSO LESS any land that may lie within the road right of ways.

**PARCEL 8: Tax parcel No's 2-1947, 1B-266 & 1B-266-15
(EASEMENT ESTATE)**

Any and all rights conveyed in the Deed of Easement by Ilene Siaperas and Nick Siaperas, in favor of Nevada Electric Investment Company, recorded July 16, 2007, in Book 650 at Page 524, over and across all of the Siaperas lands located in the Northeast Quarter of Section 9, Township 15 South, Range 11 East, SLB&M, over the following described lands:

1) Beginning 440 feet South of the Northeast corner of Section 9, Township 15 South, Range 11 East, Salt Lake Base and Meridian; thence West to the East boundary of the Critchlow property described as Tax Serial #1B-266-1; thence South 28° West along said boundary and extension thereof to the Southeast corner of the Draper property described as Tax Serial #2-1947-4; thence North 64° West 150 feet; thence South 28° West 770 feet, more or less, to the North boundary of the Genwal Coal Company property described as Tax Serial #2-1947-1; thence East 1575 feet, more or less, to the East line of said Section 9; thence North 1186.5 feet, more or less, to the point of beginning.

LESS the following described land:

Beginning at a point that bears South $00^{\circ}53'19''$ East along the East line of the Northeast Quarter of Section 9, Township 15 South Range 11 East, SLB&M, 440.00 feet from the Northeast corner of said section and running thence South $89^{\circ}11'50''$ West 330.00 feet; thence South $00^{\circ}53'19''$ East 330.00 feet; thence North $89^{\circ}11'50''$ East 330.00 feet, thence North $00^{\circ}53'19''$ West 330.00 feet to the point of beginning. (Tax Serial #2-1947-5)

2) Beginning at a point 2590 feet North of the Southeast corner of the Northeast Quarter of Section 9, Township 15 South, Range 11 East, Salt Lake Base and Meridian, said point of beginning being on the South line of the State road right-of-way for highway 50&6; thence Westerly along the State road right-of-way 405 feet, more or less, to the East boundary of the Timothy property described as Tax Serial #1B-266-3; thence South 28° West 335 feet; thence South 79° West 190 feet; thence South 28° West to the Wellington City limits line; thence East to the East boundary of Section 9; thence North to the point of beginning.

LESS the following described parcel:

Beginning at a point South $3^{\circ}49'$ West 188.0 feet and 272.6 feet West from the Northeast corner of Section 9, Township 15 South, Range 11 East; Salt Lake Base and Meridian; thence West 196.3 feet; thence North 28° East 159.0 feet to Highway 50&6 right-of-way line; then Easterly along the arc of a 1482.7 foot radius curve to the left 122.6 feet; thence South 155.5 feet to the point of beginning. (Tax Serial #1B-266-8)

LESS the following described parcel:

Beginning at a point 116 feet West and North $3^{\circ}40'$ East 6.4 feet from the Northeast corner of Section 9, Township 15 South, Range 11 East, SLBM; said point also beginning on the right of way line of Highway 50-6; thence South $3^{\circ}40'$ West 194.4 feet; thence West 156.6 feet; thence North 155.5 feet to said Highway right of way line; thence Easterly along the arc of a 1,482.7 foot radius curve to the left of 173.3 feet to the point of beginning. (Tax Serial #1B-266-14)

LESS the following described parcel:

Beginning at a point South 3°40' West 188.0 feet and West 272.6 feet from the Northeast corner of Section 9, Township 15 South, Range 11 East, Salt Lake Base and Meridian, and running thence West 196.3 feet; thence North 28° East 159.0 feet to the Southerly right of way line of Highway 50&6; thence Easterly along the arc of a 1,482.7 foot radius curve to the left a distance of 122.6 feet; thence South 155.5 feet to the point of beginning.

(Tax Serial #1B-266-10)

LESS any portion deeded to UDOT

3) Beginning at a point on the North line of Section 9, Township 15 South, Range 11 East, Salt Lake Base and Meridian, which point lies North 90°00'00" East 1482.35 feet from the North One-Quarter corner of Section 9, Township 15 South, Range 11 East, Salt Lake Base and Meridian; and running thence South 16°00'00" West 457.73 feet; thence North 90°00'00" West 5.73 feet; thence South 16°00'00" West 1251.48 feet; thence North 90°00'00" East 56.75 feet; thence North 18°56'47" East 77.60 feet; thence North 28°00'00" East 144.01 feet; thence North 16°00'00" East 1500.57 feet to the North line of said Section 9; thence North 90°00'00" West 86.32 feet along the section line to the point of beginning.

LESS any portion within the State Road and County Road right of ways.

LESS the following described land:

Beginning at a point 440 feet South and 1430 feet East of the North Quarter corner of Section 9, Township 15 South, Range 11 East, SLB&M, thence West 73.8 feet, more or less, to the South side of exiting county road, thence North 70°30' East along said road 87.14 feet; thence South 16° West 30.26 feet, more or less, to the point of beginning.

Also, Beginning at a point 440 feet South and 1430 feet East of the North Quarter corner of Section 9, Township 15 South, Range 11 East, SLB&M, thence South 16° West 1263 feet, more or less, to the North boundary of United States Steel Corporation property; thence West 84.69 feet; thence North 16° East 1258.35 feet; thence North 70°30' East 12.86 feet; thence East 73.8 feet, more or less, to the point of beginning. (Tax Serial #2-1951-2)

**EXHIBIT A-2
TO
SPECIAL WARRANTY DEED
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY
TO GRANTEE PRICE RIVER TERMINAL, LLC**

All existing improvements on the property.

EXHIBIT A-3

**TO
SPECIAL WARRANTY DEED
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY
TO GRANTEE PRICE RIVER TERMINAL, LLC**

The following describes that portion of the Land subject to the springing easements and rights-of-way reserved by GRANTOR, its successors and assigns, for the non-exclusive storage and repair of railcars on certain real property situated in Carbon County, State of Utah (hereinafter referred to as the "Storage Easement Area") and for the non-exclusive ingress to and egress from the Storage Easement Area to the Mainline of the Union Pacific Railroad, or its successors and assignees, on certain other real property situated in Carbon County, State of Utah (hereinafter referred to as the "Access Easement Area") and collectively with the Storage Easement Area, the "Easement Areas"). See Schedule I attached hereto by reference made part hereof for a description of the Easement Areas.

For purposes of Exhibit A-3 to the Special Warranty Deed, "GRANTEE" shall refer to Price River Terminal, LLC and its successors and assigns. Price River Terminal, LLC's rights and obligations herein terminate when it conveys or transfers all of its fee simple title to the Land.

Said springing easements and rights-of-way reserved by GRANTOR are subject to the following requirements and limitations:

(a) Date of Easement. The springing easements will come into existence, and be deemed to have existed as of the date the Deed is recorded, when: (1) GRANTEE conveys or transfers, voluntarily or involuntarily, the Easement Areas; (2) GRANTEE leases, sublets or subdivides the Easement Areas; (3) the Easement Areas are foreclosed upon or transferred involuntarily in a bankruptcy; or (4) GRANTEE no longer possesses or owns the Easement Areas;

(b) Easement Termination. The springing easement will terminate if GRANTOR, its parent company (Nevada Power Company d/b/a NV Energy) or one of their successors in a merger ("Easement Holders"), no longer owns and/or operates the coal-fired power plants known as (1) the Reid Gardner Generating Station near Moapa, NV and (2) the North Valmy Generating Station near North Valmy, NV;

(c) Rail Maintenance. At no cost to the Easement Holders, GRANTEE must maintain the rail spurs used to accommodate Easement Holder's railcar storage requirements, to the standards of the Union Pacific Railroad or Union Pacific Railroad's successors and assignees for the railroad that connects to these rail spurs;

(d) Fees charged by Railroad. Any charges assessed by Union Pacific Railroad or Union Pacific Railroad's successors and assignees to switch the railcars into or out of the Easement Areas shall be paid by the Easement Holders;

INCORPORATED

(e) In and Out Access. The Easement Holders will provide GRANTEE with ten (10) days advance notice (1) to move railcars in and out and/or (2) to break or reassemble the trains as required and to move the reassembled cars to an acceptable location for pick up by the Union Pacific or its successors or assigns for the railroad that connects to these rail spurs;

(f) Number of Cars. The Easement Holders may store up to 200 substantially empty railroad cars at any given time on the rail spurs in the Storage Easement Area;

(g) Ownership of Cars. The Easement Holders may only store railcars owned or leased by them or their successors, assigns or affiliates;

(h) Location of Cars. GRANTEE will determine the parking location of the railcars on the Storage Easement Area, but any parking location must meet Union Pacific Railroad requirements or the requirements of any successor railroad which connects to these rail spurs;

(i) Substances in Cars. GRANTEE shall have no obligation to provide railcar storage to the Easement Holders unless the railcars are substantially free of commodity; GRANTEE shall have the right to reject any railcar that was previously loaded with any commodity other than coal;

(j) Access Easement Area. The Easement Holders shall have no right to store railcars in the Access Easement Area;

(k) Rejection of Railcars. GRANTEE reserves the absolute right at any time to tag a railcar that has a Federal Defect, and to set such railcar aside until the delivering railroad returns to pick up such railcar and make appropriate repairs, or until such time as the appropriate repairs are made to the railcar while it is on GRANTEE's tracks. GRANTEE agrees it will provide written notice to Easement Holders if/when GRANTEE elects to exercise its rights hereunder. When used in this Deed, the term "Federal Defect" means any defect as set forth in applicable Federal Railroad Administration ("FRA") or American Association of Railroads ("AAR") standards. Federal Defects found on railcars, at the time such railcars are delivered to GRANTEE by the delivering railroad, are the responsibility of Easement Holders, and Easement Holders shall be responsible for all costs associated with repairs and/or violations resulting from such Federal Defects;

(l) Repairs and Maintenance. Easement Holders and their authorized representatives, contractors and permittees shall have the right, and reasonable access to Easement Holders' railcars over the Land to the Storage Easement Area, to make inspections and to perform repairs on the railcars in the Storage Easement Area, at Easement Holders' expense.

(m) Responsibility for Damages to Railcars. Easement Holders hereby assume all risk incident to the storage of Easement Holders' railcars on GRANTEE's tracks including damage to or destruction by fire, trespass or other cause that is not caused by GRANTEE, to Easement Holders' railcars and GRANTEE's tracks and other property unless otherwise provided in this Deed. In no event shall GRANTEE be liable for loss or damage to any railcar caused by a Force Majeure Event. When used in this Deed, "Force Majeure Event" means each of the following acts or events: war, flood, lightning, drought, earthquake, fire, eruption,

NOV 12 2013

landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action or action of a court or public authority;

(n) Environmental Obligations. Easement Holders assume all responsibility for any environmental obligations imposed pursuant to applicable laws, regulations or ordinances related to Easement Holders' railcars while they are present on GRANTEE's track. Easement Holders agree to defend, indemnify and save harmless GRANTEE, its officers, agents and employees from and against any and all liability, fines, penalties, claims, demands, costs (including attorney's fees), losses or lawsuits for environmental damage or cleanup which is related to or results from the condition of or presence of the railcars on or about said portion of track, unless such liability, fines, penalties, claims, demands, costs (including attorney's fees), losses or lawsuits result from the negligence or willful misconduct of GRANTEE;

(o) Indemnification. Except as otherwise provided in this Deed, Easement Holders shall defend, indemnify and hold harmless GRANTEE, its affiliates and their officers, agents and employees (collectively, the "Indemnitees") from and against all demands, claims, damages, losses and expenses (including court costs and reasonable attorney's fees) for damage to or destruction of property (including the railcars), or injury or death to any person, asserted against an Indemnitee by any person, which result from (1) the storage or movement of Easement Holders' railcars on GRANTEE's tracks, (2) Easement Holders' operations on the Easement Areas, (3) the poor condition of Easement Holders' railcars on GRANTEE's tracks, or (4) Easement Holders' use of the Storage Easement Area to make repairs to Easement Holders' railcars; provided, however, that such indemnity shall not, as to any Indemnitee, be available to the extent that such a demand, claim, damage, loss or expense (including court costs and reasonable attorney's fees) results from the negligence or willful misconduct of such Indemnitee, an invitee of an Indemnitee or a customer of an Indemnitee.

(p) Substitution of Easement Areas. GRANTEE shall have the right to substitute for the Easement Areas other easement property situated on the Land with comparable amount of trackage and railcar storage capacity and access to the Union Pacific Railroad subject to the prior written consent of Easement Holders, which consent will not be unreasonably withheld, denied or conditioned. The trackage in the area being substituted must be in a condition that meets the standards of the Union Pacific Railroad or Union Pacific Railroad's successors and assignees for the railroad that connects to the trackage. Upon such substitution the parties agree to amend this Deed to reflect such substitution.

SCHEDULE I

NEICO Track Access Easement to the NEICO Storage Track Easement

An access easement located in the southeast quarter (SE 1/4) of the southeast quarter (SE 1/4) of Section 8, Township 15 South, Range 11 East, Salt Lake Base & Meridian, Carbon County, Utah, described as follows:

Beginning at a point North along the section line N0°07'58"W 908.47 feet and N90°00'00"W 904.14 feet from the southeast corner of said Section 8, Township 15 South, Range 11 East, Salt Lake Base & Meridian; said point being 6.75 feet perpendicular and southwest from the centerline of railroad storage track D as shown on the attached Figure 1; thence along the courses parallel to and 6.75 feet southwest of the centerline of said storage track D and interchange track, the following six curves in the direction and in the order shown in the table below;

| Curve No. | Delta = Δ | Radius | Length | Chord Bearing | Chord Length |
|-----------|------------------|------------|---------|---------------|--------------|
| C1 Right | 05°14'00" | 863.14' | 78.84' | N33°51'52"W | 78.81' |
| C2 Right | 00°35'59" | 8796.17' | 92.07' | N29°45'18"W | 92.07' |
| C3 Right | 01°27'21" | 4594.68' | 116.75' | N28°03'53"W | 116.75' |
| C4 Right | 07°51'24" | 643.23' | 88.20' | N23°45'17"W | 88.13' |
| C5 Right | 00°05'41" | 105100.61' | 173.65' | N20°01'25"W | 173.65' |
| C6 Right | 00°00'52" | 643668.04' | 162.31' | N19°55'04"W | 162.31' |

to the southwest right of way line of the Union Pacific Railroad main line; thence along said right of way line the following curve in the direction shown in the table below;

| Curve No. | Delta = Δ | Radius | Length | Chord Bearing | Chord Length |
|-----------|------------------|----------|--------|---------------|--------------|
| C7 Right | 00°49'27" | 5547.51' | 79.79' | S37°31'22"E | 79.79' |

to a point 15 feet perpendicular to the north edge of the north rail of the interchange track connecting to the Union Pacific Railroad main line track; thence along the courses parallel to and 15 feet north of said north edge of the north rail of the interchange track and Track A of the storage tracks, the following four curves in the direction and in the order shown in the table below;

| Curve No. | Delta = Δ | Radius | Length | Chord Bearing | Chord Length |
|-----------|------------------|-----------|---------|---------------|--------------|
| C8 Right | 00°10'30" | 42561.18' | 129.90' | S20°05'36"E | 129.90' |
| C9 Left | 11°58'03" | 847.29' | 176.98' | S24°31'24"E | 176.65' |
| C10 Left | 03°05'48" | 2598.92' | 140.47' | S34°28'11"E | 140.45' |
| C11 Left | 02°32'26" | 3995.67' | 177.17' | S35°07'03"E | 177.16' |

; thence S54°21'28"W 65.41 feet to the point of beginning. Basis of bearing is Utah State Plane Coordinate System, NAD 83, Central Zone bearing N0°07'58"W between the southeast corner and northeast corner of said Section 8, Township 15 South, Range 11 East, Salt Lake Base & Meridian.

Contains 0.61 (+/-) acres.

INCORPORATED

NOV 12 2013

NEICO Storage Track Easement

The NEICO Storage Track Easement located in the southeast quarter (SE 1/4) of the southeast quarter (SE 1/4) of Section 8, the northeast quarter (NE 1/4) of the northeast quarter (NE 1/4) of Section 17, and the northwest quarter (NW 1/4) of the northwest quarter (NW 1/4) of Section 16, all Township 15 South, Range 11 East, Salt Lake Base & Meridian, Carbon County, Utah, described as follows:

Beginning at a point North along the section line N00°07'58"W 908.47 feet and N90°00'00"W 904.14 feet from the southeast corner of said Section 8, Township 15 South, Range 11 East, Salt Lake Base & Meridian; said point being 6.75 feet perpendicular and southwest from the centerline of railroad storage track D as shown on the attached Figure 1; thence N54°21'28"E 65.41 feet to a point 15 feet perpendicular and northeast from the northeasterly edge of the northeasterly rail of track A as shown on the attached Figure 1; thence along a course parallel to and 15 feet northeast of said northeasterly edge of the northeasterly rail, S37°13'57"E 1830.15 feet; thence continuing along said parallel line 15 feet northeast of the northeasterly edge of the northeasterly rail, the following five curves in the direction and in the order shown in the table below;

| Curve No. | Delta = Δ | Radius | Length | Chord Bearing | Chord Length |
|-----------|-----------|------------|---------|---------------|--------------|
| C12 Right | 00°06'16" | 111624.40' | 203.58' | S37°10'49"E | 203.58' |
| C13 Left | 00°03'07" | 260542.94' | 236.82' | S37°09'14"E | 236.82' |
| C14 Left | 00°12'54" | 55024.30' | 206.39' | S37°17'15"E | 206.39' |
| C15 Right | 00°58'29" | 8786.03' | 149.45' | S36°54'28"E | 149.45' |
| C16 Right | 08°59'24" | 675.27' | 105.95' | S31°55'31"E | 105.85' |

; thence S53°23'47"W 50.15 feet to a point 6.75 feet perpendicular and southwest from the centerline of railroad storage track D as shown on the attached Figure 1; thence along a course parallel to and 6.75 feet southwest of said centerline of track D, the following curve in the direction shown in the table below;

| Curve No. | Delta = Δ | Radius | Length | Chord Bearing | Chord Length |
|-----------|-----------|----------|---------|---------------|--------------|
| C17 Left | 02°43'02" | 3661.76' | 173.63' | N38°43'02"W | 173.62' |

; thence N37°13'40"W, continuing along said parallel line parallel to and 6.75 feet southwest of the centerline of track D, 2559.48 feet to the point of beginning. Basis of bearing is Utah State Plane Coordinate System, NAD 83, Central Zone bearing N0°07'58"W between the southeast corner and northeast corner of said Section 8, Township 15 South, Range 11 East, Salt Lake Base & Meridian.

Contains 4.08 (+/-) acres.

INCORPORATED

NOV 12 2013